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Interim Director

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BOARD OF SUPERVISORS

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February 10, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 February 10, 2015

PATRICK OZAWA
ACTING EXECUTIVE OFFICER

**APPROVAL TO EXECUTE 12 RENEWAL CONTRACTS AND 16 CONTRACT AMENDMENTS
FOR VARIOUS HIV/AIDS CARE SERVICES CONTRACTS
EFFECTIVE MARCH 1, 2015 AND APRIL 1, 2015
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute 12 renewal contracts and 16 contract amendments for various HIV/AIDS Care Services contracts to extend the term for the provision of mental health, psychiatry; benefit specialty; legal; and ambulatory outpatient medical services effective March 1, 2015 and April 1, 2015 through various dates.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Interim Director of the Department of Public Health (DPH), or her designee, to execute 12 renewal contracts, substantially similar to Exhibit I, with the providers identified in Attachment A, for the provision of HIV/AIDS care services as follows: a) effective March 1, 2015 through February 29, 2016 five renewal contracts for mental health, psychiatry (psychiatry) and two for benefit specialty services (BSS); and b) effective April 1, 2015 through March 31, 2016 five renewal contracts for BSS, at a total maximum obligation of \$1,331,188; 100 percent offset by Ryan White Program (RWP) Part A funds.

2. Authorize and instruct the Interim Director of DPH, or her designee, to execute 16 contract amendments, substantially similar to Exhibit II, with the providers identified in Attachment B, for the provision of HIV/AIDS care services as follows: a) effective March 1, 2015 through February 29, 2016 one amendment for legal services and one for BSS; b) effective April 1, 2015 through March

31, 2016 five amendments for BSS; and c) effective March 1, 2015 through February 28, 2017 nine amendments for AOM services, at a total maximum obligation of \$8,532,881; 100 percent offset by RWP Part A funds.

3. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to the psychiatry, BSS, and legal services contracts that extend the term through February 28, 2017 and March 31, 2017, respectively; adjust the term through August 31, 2017 and September 30, 2017, respectively; allow the rollover of unspent contract funds; and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

4. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to the AOM contracts that adjust the term through August 31, 2017; allow the rollover of unspent contract funds; provide an internal reallocation of funds between budgets up to 10 percent of each term's annual base maximum obligation for Tarzana Treatment Center (Tarzana) in Service Planning Area (SPA) 1 and 25 percent for the eight contractors in SPAs 2 through 8; and/or provide an increase or decrease in funding up to 10 percent or 25 percent, respectively, above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the CEO.

5. Delegate authority to the Interim Director of DPH, or her designee, to execute change notices to the 28 contracts referenced above that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendations 1 and 2 will allow DPH to execute 12 renewal contracts and 16 contract amendments with various agencies for the continuation of HIV/AIDS psychiatry, BSS, legal, and AOM services. Psychiatry services are medically therapeutic interventions provided by personnel licensed in the State of California to provide psychiatric treatment services. These services are for clients experiencing acute mental health distress related to an HIV/AIDS diagnosis that warrants the prescription of psychotropic medications. BSS are client-centered activities that facilitate a client's access to public assistance programs and services and include independent determinations of initial and continuing eligibility for applicants and program participants receiving public assistance. HIV/AIDS legal services help mitigate the impact of restrictive economic conditions by providing relevant legal advice, support, and intervention directly necessitated by legal challenges due to an individual's HIV/AIDS status. Such legal services shall include, but not be limited to, interventions necessary to ensure client's access to and maintenance of primary eligible benefits. AOM services include medical evaluation and clinical care; access to AIDS Drug Assistance Program enrollment services; access and referral to medical subspecialty care; and access to disease monitoring, additional clinically-indicated laboratory testing, treatment adherence counseling, and secondary HIV/AIDS prevention in the ambulatory outpatient setting.

Approval of Recommendation 3 will allow DPH to execute amendments to the psychiatry, BSS, and legal services contracts to extend and/or adjust the term of the contracts; rollover unspent contract

funds; and/or increase or decrease funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary.

Approval of Recommendation 4 will allow DPH to execute amendments to the AOM services contracts to adjust the term of the contracts; rollover unspent contract funds; internally reallocate funds between budgets up to 10 percent of the annual base maximum obligation for Tarzana in SPA 1 and 25 percent for contractors in SPAs 2 through 8; and/or increase or decrease funding up to 10 percent or 25 percent, respectively, above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary.

Recommendations 3 and 4 will enable DPH to amend the contracts to adjust the term for a period of up to six months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds. Recommendations 3 and 4 will also enable DPH to amend the contracts to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the executed contract, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Approval of Recommendation 5 will allow DPH to execute change notices to the 28 contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's term and conditions.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total program cost for the 12 renewal contracts and 16 contract amendments is \$9,864,069 consisting of \$4,917,738 for the period March 1, 2015 through February 29, 2016; \$1,050,989 for the period April 1, 2015 through March 31, 2016; and \$3,895,342 for the period March 1, 2016 through February 28, 2017, 100 percent offset by RWP Part A funds.

Funding is included in DPH's fiscal year (FY) 2014-15 Final Adopted Budget and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As required under Board Policy 5.120, your Board was notified on October 10, 2012, of DPH's request to increase or decrease AOM service contracts funding up to 25 percent above or below the

annual base maximum obligation to allow sufficient flexibility to adjust staffing levels and/or program costs for AOM services.

DPH's funding allocations for these service categories are aligned with the Commission on HIV's allocation directives.

County Counsel has approved Exhibits I and II as to form. Attachments A and B provide additional funding information for the contracts and amendments.

CONTRACTING PROCESS

The Ryan White Program, enacted in 1990, has supported a broad range of care and support services to the County since 1992. Since the original award and execution of contracts for psychiatry and BSS services, the contracts have undergone multiple amendments, including term extensions, adjustments to funding allocations, and revisions to scopes of work. To prevent a gap in services, DPH is requesting to extend these services through renewal of 12 contracts and extensions of 6 contracts amendments until Requests for Proposals (RFP) can be released for these services. DPH will prioritize the psychiatry and BSS services for solicitation within the next 18 months.

Mental Health, Psychiatry Services – Renewals

Since 1999, DPH has contracted with various contractors to provide mental health services. Currently, DPH provide services through 12 contracts with 11 contractors. A significant number of psychiatry patients previously eligible for services under the RWP now have other forms of insurance and are therefore no longer eligible for RWP-funded services under the DPH contracts. As a result, there has been a significant reduction in the number of patients these mental health providers can serve, which impacts the ability to meet contractual goals. Additionally, a subset of mental health providers has not secured/hired a psychiatrist which is a required component in delivering mental health services. Primarily as a result of these two factors, seven of the Psychiatry contracts are not being renewed. DPH is requesting to renew only five contracts for psychiatry services.

Benefit Specialty Services - Renewals

On February 8, 2011, your Board authorized DPH to execute amendments to two AOM and 10 Non-Medical Case Management (Non-MCM) contracts to include BSS to assist clients with accessing the public assistance programs for which they may be eligible. Of the twelve contracts, seven are recommended for renewal and five that were more recently renewed are recommended for extension to continue the provision of BSS.

Benefit Specialty Services - Amendments

On December 14, 2010, your Board approved a BSS contract with Tarzana resulting from an RFP for services in SPA 1 through February 28, 2014, and delegated authority to extend the term of the contract at similar funding levels for an additional year. On February 4, 2014, your Board approved the extension of this contract at the same funding level through February 28, 2017. On February 27, 2014, DPH exercised its delegated authority and extended the contract for the period March 1, 2014 through February 28, 2015. While your Board has granted additional delegated authority to extend this contract, DPH is currently requesting to extend the contract at an amount that significantly

exceeds the current delegated authority.

On May 29, 2012, your Board authorized DPH to execute a Sole Source contract with City of Pasadena effective July 1, 2012 through March 31, 2013, and delegated authority to extend the term of the contract through March 31, 2014. On November 20, 2012, your Board authorized DPH to extend this contract term through March 31, 2015. DPH is requesting to extend the term of this contract for one more year.

On February 18, 2014, your Board authorized DPH to renew BSS contracts with AIDS Project Los Angeles, Charles Drew University, Minority AIDS Project, and Venice Family Clinic for the term April 1, 2014 through March 31, 2015, and delegated authority to extend the term of the contracts through March 31, 2016. On December 16, 2014, your Board authorized DPH to increase the annual funding for these contracts effective December 16, 2014 through March 31, 2015. The additional funding helped address increased client demand, which was higher than originally anticipated. DPH is currently requesting to extend these contracts at the higher amounts which exceed the current delegated authority.

Legal Services - Amendments

On December 18, 2012, your Board approved a sole source contract with Public Counsel for HIV/AIDS legal services effective January 23, 2013 through February 28, 2014, and delegated authority to extend the term through February 28, 2015.

On February 27, 2014, DPH exercised its delegated authority and extended the contract for the period March 1, 2014 through February 28, 2015. DPH is requesting to extend the term of this contract for one more year.

Ambulatory Outpatient Medical Services - Amendments

On December 14, 2010, your Board approved an AOM contract with Tarzana resulting from an RFP for services in SPA 1 through February 28, 2014, and delegated authority to extend the term of the contract at similar funding levels for an additional year. On February 4, 2014, your Board approved the extension of this contract at a significantly lower amount for the period March 1, 2014 through February 28, 2015 and delegated authority to extend the term at the same funding level for an additional two years through February 28, 2017. DPH is currently requesting to extend the term of this contract at an amount significantly lower than the current delegated authority.

On November 20, 2012, your Board approved 19 AOM contracts resulting from an RFP for services in SPAs 2 through 8 through February 28, 2015, and delegated authority to extend the term of the contracts at similar funding levels for an additional two years through February 28, 2017. DPH is currently requesting to extend the term of eight of these contracts at amounts significantly lower than the current delegated authority.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

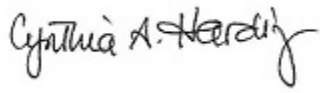
Approval of the recommended actions will allow DPH to continue to provide uninterrupted delivery of vital HIV/AIDS care services to Los Angeles County residents.

The Honorable Board of Supervisors

2/10/2015

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Respectfully submitted,

A handwritten signature in cursive script that reads "Cynthia A. Harding".

Cynthia A. Harding, M.P.H.

Interim Director

CAH:MJP:pn

BL#03159

Enclosures

c: Interim Chief Executive Officer
County Counsel
Acting Executive Officer, Board of Supervisors

ATTACHMENT A

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
DIVISION OF HIV AND STD PROGRAMS
HIV/AIDS CARE SERVICES CONTRACTS
FUNDING SOURCE: RYAN WHITE PROGRAM (RWP) PART A

Contractor		Contract No.	Annual Allocation	Service Planning Area(s) Served	Supervisorial District(s)
	MENTAL HEALTH, PSYCHIATRY				
1	AIDS Healthcare Foundation	PH-Pending	\$ 82,871	2-8	1-4
2	City of Pasadena	PH-Pending	\$ 54,545	3	5
3	Los Angeles LGBT Center	PH-Pending	\$ 79,978	4	3
4	Northeast Valley Health Corporation	PH-Pending	\$ 56,235	2	3
5	T.H.E. Clinic, Inc.	PH-Pending	\$ 36,522	6	2
TOTAL			\$ 310,151		
BENEFIT SPECIALTY					
6	AIDS Healthcare Foundation	PH-Pending	\$ 350,646	2-8	1-4
7	St. Mary Medical Center	PH-Pending	\$ 101,070	8	4
TOTAL			\$ 451,716		
Contractor		Contract No. Pending	Annual Allocation 4/1/15 - 3/31/16	Service Planning Area(s) Served	Supervisorial District(s) Served
BENEFIT SPECIALTY					
8	AltaMed Health Services Corporation	PH-Pending	\$ 140,340	7	1
9	City of Long Beach	PH-Pending	\$ 127,532	8	4
10	East Valley Community Health Center	PH-Pending	\$ 63,732	3	1, 5
11	Northeast Valley Health Corporation	PH-Pending	\$ 65,867	2	3
12	Tarzana Treatment Centers, Inc.	PH-Pending	\$ 171,850	2	3
TOTAL			\$ 569,321		

TOTAL RENEWALS

MENTAL HEALTH, PSYCHIATRY	\$ 310,151
BENEFIT SPECIALTY	\$ 1,021,037
GRAND TOTAL	\$ 1,331,188

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
DIVISION OF HIV AND STD PROGRAMS
HIV/AIDS CARE SERVICES
FUNDING SOURCE: RYAN WHITE PROGRAM (RWP) PART A

Contractor	Contract No.	Annual Allocation 3/1/15 - 2/29/16	Service Planning Area(s) Served	Supervisory District(s) Served
LEGAL				
1 Public Counsel	PH-002358	\$ 125,000	1-8	1-5
BENEFIT SPECIALTY				
2 Tarzana Treatment Centers, Inc.	PH-001537	\$ 135,529	1	5

Contractor	Contract No.	Annual Allocation 4/1/15 - 3/31/16	Service Planning Area(s) Served	Supervisory District(s) Served
BENEFIT SPECIALTY				
3 AIDS Project Los Angeles	PH-002673	\$ 169,411	4	2
4 Charles R. Drew University of Medicine & Science	PH-002674	\$ 84,705	6	2
5 City of Pasadena	PH-002188	\$ 92,024	3	5
6 Minority AIDS Project	PH-002661	\$ 84,705	6	2
7 Venice Family Clinic	PH-002680	\$ 50,823	5	2, 3
Total		\$ 481,668		

Contractor	Contract No.	Annual Allocation 3/1/15 - 2/29/16	Annual Allocation 3/1/16 - 2/28/17	Total Allocation	Service Planning Area(s) Served	Supervisory District(s) Served
AMBULATORY OUTPATIENT MEDICAL						
8 AIDS Healthcare Foundation	PH-002460	\$ 3,336,569	\$ 3,336,569	\$ 6,673,138	2-8	1-4
9 Central City Community Health Center	PH-002336	\$ 22,121	\$ 22,121	\$ 44,242	6	1,2
10 East Valley Community Health Center	PH-002350	\$ 164,842	\$ 164,842	\$ 329,684	3	1,5
11 Long Beach Memorial Medical Center, Inc.	PH-002429	\$ 40,682	\$ 40,682	\$ 81,364	8	4
12 St. John's Well Child and Family Center	PH-002339	\$ 31,484	\$ 31,484	\$ 62,968	6	2
13 T.H.E. Clinic, Inc.	PH-002351	\$ 148,566	\$ 148,566	\$ 297,132	6	2
14 Tarzana Treatment Centers, Inc.	PH-001542	\$ 36,673	\$ 36,673	\$ 73,346	1	5
15 Valley Community Healthcare	PH-002353	\$ 72,193	\$ 72,193	\$ 144,386	2	3
16 Venice Family Clinic	PH-002356	\$ 42,212	\$ 42,212	\$ 84,424	5	2,3
Total		\$ 3,895,342	\$ 3,895,342	\$ 7,790,684		

TOTAL AMENDMENTS			
	3/1/15-2/29/16 4/1/15-3/31/16	3/1/16-2/28/17	
LEGAL	\$ 125,000	\$0	
BENEFIT SPECIALTY	\$ 617,197	\$0	
AMBULATORY OUTPATIENT MEDICAL	\$ 3,895,342	\$ 3,895,342	
ANNUAL TOTAL	\$ 4,637,539	\$ 3,895,342	
GRAND TOTAL	\$8,532,881		

Contract No. PH-



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

SERVICES

**DEPARTMENT OF PUBLIC HEALTH
HIV/AIDS MENTAL HEALTH, PSYCHIATRY SERVICES CONTRACT**

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STANDARD EXHIBITS

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope(s) of Work “Intentionally Omitted”
- Exhibit C – Budget(s)
- Exhibit D – Contractor's EEO Certification
- Exhibit E - Contractor Acknowledgement and Confidentiality Agreement or
Contractor Acknowledgement, Confidentiality, and Copyright
Assignment Agreement
- Exhibit F - Health Insurance Portability and Accountability Act (HIPAA)

UNIQUE EXHIBITS

- Exhibit G – Charitable Contributions Certification
- Exhibit H - Requirements Regarding Imposition of Charges for Services
- Exhibit I - People with HIV/AIDS Bill of Rights and Responsibilities
- Exhibit J - Guidelines for Staff Tuberculosis Screening
- Exhibit K – Ryan White Program Grievance Procedures

Contract No. _____

**DEPARTMENT OF PUBLIC HEALTH
SERVICES CONTRACT**

THIS CONTRACT is made and entered into this _____
day of _____, 2015,

by and between COUNTY OF LOS ANGELES (hereafter
"County")

and _____
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors ("Board"), the duty to preserve and protect the public's
health; and

WHEREAS, California Health and Safety Code Section 101000 requires
County's Board to appoint a County Health Officer, who is also the Director of County's
Department of Public Health ("DPH" or "Department"), to provide services directed
toward the prevention or mitigation of communicable and infectious diseases within the
jurisdiction of County; and

WHEREAS, the term "Director" as used herein refers to the County's Director of
DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 31000 to
contract for these services, and

WHEREAS, County has established Division of HIV and STD Programs (hereafter
"DHSP") under the administrative direction of County's Department of Public Health (hereafter
"DPH"); and

WHEREAS, County's DHSP is responsible for Ryan White Program programs and services; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any Federal program whereby Federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic Assistance (CFDA) Number 93.914; which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter "Ryan White Program") Part A funds, and

WHEREAS, it is established by virtue of County's receipt of grant funds under the federal and State that County is one of the local areas hardest "hit" by the AIDS epidemic; and

WHEREAS, funds received under the Ryan White Program programs and services will be utilized to supplement, not supplant, State, federal, or local funds made available in the year for which funding is awarded to provide HIV-related services to individuals with HIV disease; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV continuum of Care; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor must actively collaborate and recruit referrals from service organizations and agencies

beyond the DHSP's programs and services delivery system, including, but not limited to, substance abuse, mental health, primary health care and social services organizations; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor's referrals to and from organizations must be noted and tracked in the DHSP service utilization data system, and followed up in cases where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to comply with, submit to, and abide by all federal, State, and County rules, regulations, policies, and procedures of the funding source, governing administration, and fiscal authorities, and all laws issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, Contractor is familiar with the Ryan White Program and services, incorporated herein by this reference, and its intent to improve the quality, availability, coordination, efficiency and organization of care, treatment, and support services for HIV infected individuals and families; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this contract and under the terms and conditions hereafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits A, C, D, E, F, G, H, I, J and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement of Work
- Exhibit B – Scope of Work “Intentionally Omitted”
- Exhibit C – Budget(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or
Contractor Acknowledgement, Confidentiality, and Copyright
Assignment Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

- Exhibit G – Charitable Contributions Certification
- Exhibit H – Requirements Regarding Imposition of Charges for Services
- Exhibit I – People with HIV/AIDS Bill of Rights and Responsibilities
- Exhibit J – Guidelines for Staff Tuberculosis Screening
- Exhibit K – Ryan White Program Grievance Procedures

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed

to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3. TERM OF CONTRACT:

The term of this Contract shall be effective March 1, 2015 and shall continue in full force and effect through February 29, 2016, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify Division of HIV and STD Programs when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Division of HIV and STD Programs at the address herein provided in Paragraph 21, NOTICES.

4. MAXIMUM OBLIGATION OF COUNTY:

A. Effective March 1, 2015 through February 29, 2016, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

B. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any

other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

C. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 21, NOTICES.

D. No Payment for Services Provided Following Expiration/Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A hereunder and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. Billings shall be submitted directly to the Division of HIV and STD Programs, Finance Department 600 S. Commonwealth Avenue, 10th Floor, Los Angeles, CA 90005.

E. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

F. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract,

or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, Director shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the

County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

H. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least sixty (60) days at any point during the term of this contract.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to ten percent (10%) above or below each term's annual base maximum obligation; 3) make modifications to or within budget categories within each budget, as reflected in Exhibit C, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of

service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a

current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an increase or decrease in funding up to ten

percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of the
 “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit E.

(For the following Paragraphs)-----CHOOSE 1 OF 2-----

(THIS FIRST VERSION IS FOR CONTRACTORS THAT DO NOT HAVE UNIONIZED
 EMPLOYEES [Per Counsel 6/3/10])

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR
 LAYOFF/OR RE-EMPLOYMENT LIST: Should Contractor require additional or
 replacement personnel after the effective date of this Contract to perform the services set
 forth herein, Contractor shall give first consideration for such employment openings to
 qualified, permanent County employees who are targeted for layoff or qualified, former
 County employees who are on a re-employment list during the life of this Contract.

(THIS VERSION IS FOR CONTRACTORS THAT ARE UNIONIZED [Per Counsel 6/3/10])

COUNTY EMPLOYEES’S RIGHT OF FIRST REFUSAL AND CONTRACTOR’S
 OFFERS OF EMPLOYMENT: To the degree permitted by Contractor’s Contracts with
 its collective bargaining units, Contractor shall give the right of first refusal for its
 employment openings at Contractor’s facility to qualified County employees who are
 laid-off or who leave County employment in lieu of reduction under County’s Civil
 Service Rule 19, and who are referred to Contractor by Director (including those on a
 County re-employment list). Such offers of employment shall be limited to vacancies in
 Contractor’s staff needed to commence services under this Contract, as well as, to
 vacancies that occur during the Contract term. Such offers of employment shall be
 consistent with Contractor’s current employment policies, and shall be made to any
 former or current County employee who has made application to Contractor, and is
 qualified for the available position. Employment offers shall be at least under the same

conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Contract except for cause, subject to Contractor's personnel policies and procedures, and Contract(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees; if vacancies occur at Contractor's other service sites during the Contract term.

10. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this

Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other

insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, Suite 210
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

and

County of Los Angeles, Department of Public Health
Division of HIV and STD Programs
600 South Commonwealth Avenue, 10th Floor
Los Angeles, California 90005
Attention: Contract Administration Division, Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on

behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from

said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance

coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000)

aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

E. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

13. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited

to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated

with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g, curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

14. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or his/her designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of five (5) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>.

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
 - (2) A General Ledger.
 - (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services.
- Indirect Costs shall mean those costs incurred for a common or joint

objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by

Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of five (5) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If following termination of this Contract Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in

writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the County's Department of Public Health ("DPH") Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the DHSP no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service

agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of

Contractor, Contractor shall fully cooperate with County's representatives.

Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for

payment by Contractor for any month or months for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

16. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST
ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist

Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

17A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

17B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

17C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or

excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

17D. WHISTLEBLOWER PROTECTIONS:

A. Per statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure

must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee.”

17E. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE

PROGRAM:

A. This Contract is subject to the provisions of the County’s ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in

fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

17F. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

D. If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such

certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

- i. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
- ii. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and
- iii. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

17G. DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

PROGRAM:

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in

fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

C. Contractor shall not wilfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled veteran Business Enterprise.

D. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

17H. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within

the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

17I. DATA DESTRUCTION:

A. Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of

Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization.

Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

17J. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines),

State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

- A. Identify leadership and accountability of the medical director or executive director of the program;
- B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;
- C. Focus on patient linkages to and retention in care and follow-up;
- D. Track client perception of their health and effectiveness of the service received through patient satisfaction surveys;
- E. Serve as a continuous quality improvement (CQI) process with direct reporting of data and performance improvement activities to senior leadership no less than on an annual basis.

17K. QUALITY MANAGEMENT PLAN:

Contractor shall implement its QM program based on a written QM plan.

Contractor shall develop one (1) agency-wide QM plan that encompasses all HIV/AIDS care services. Contractor shall submit to DHSP within sixty (60) days of the receipt of this fully executed Contract, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by DHSP staff during its onsite program review. The written QM plan shall at a minimum include the following seven (7) components:

- A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Performance Indicators – Contractor shall describe how performance indicators are selected. Contractor shall collect and analyze data for at least one (1) or more performance indicators.

Contractor may select indicators from the DHSP approved clinical and performance measures set (core and supplemental measures) or select other aspects of care or service. Contractor may request technical assistance from DHSP Quality Management for assistance in selection, development and implementation of performance indicators.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audit, interviews, surveys, etc.), and process for implementing data collection tools for measuring performance.

(3) Data Analysis – Contractor shall describe its process for review and analysis of performance indicator monitoring results at the QM committee level. This description shall include how and when these findings are communicated with all program staff involved and with senior leadership.

(4) Improvement Strategies - Contractor shall describe its QM Committee's process for selecting performance improvement projects and activities and how this is documented and tracked in order to effectively assess progress of improvement efforts from the current year to the next.

E. Participation in Los Angeles Regional Quality Group: Contractor shall identify a representative to participate in at least two (2) quarterly meetings of the Los Angeles Regional Quality Group (RQG). The RQG is supported and facilitated by DHSP in partnership with the National Quality Center and HIVQUAL and provides opportunities for sharing information, best practices and networking with local area HIV/AIDS providers.

F. QM Contact: Contractor shall identify a contact for all QM related activities and issues. This person shall serve as point of contact for QM related matters, requests, announcements and other activities.

G. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care through patient satisfaction surveys or other mechanism. Feedback shall include the degree to which the service meets client needs and satisfaction. Patient satisfaction survey results

and client feedback shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee at least annually for continuous program improvement.

H. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data shall be routinely tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care or service issues identified. This information shall be made available to DHSP staff during program reviews.

I. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to DHSP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A written report shall be made to the appropriate licensing authority and to DHSP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations.

Reportable events shall include the following:

(a) Any unusual incident and/or sentinel event which threaten the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury.

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) The written report shall include the following:

- (a) Patient's name, age, and sex;
- (b) Date and nature of event;
- (c) Disposition of the case;
- (d) Staffing pattern at the time of the incident.

17L. QUALITY MANAGEMENT PROGRAM MONITORING:

To determine compliance, DHSP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

- A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);
- B. Implementation of QM Program;
- C. Client Feedback Process;
- D. Client Grievance Process;
- E. Incident Reporting.

17M. DHSP GRIEVANCE PROGRAM:

A. Definition: The word grievance is often used to refer to a complaint, a problem, or cause of dissatisfaction or unhappiness about an aspect of care or service. The DHSP Grievance Program is established to assist clients in resolving complaints and/or concerns they have about any aspect of their care

or service delivery experience at the agency. Clients may choose to inform the Contractor (agency) about their complaints or concerns however they also have the option to contact DHSP directly to obtain assistance in resolving their complaints and concerns. Clients have 5 ways to contact DHSP about their complaints or concerns:

- (1) Grievance (telephone) Line
- (2) Fax
- (3) Email
- (4) Mail (postal)
- (5) In person

B. Grievance-Line is a telephone line that is available to clients receiving services from DHSP funded agencies. The line gives individuals an opportunity to voice their complaints or concerns regarding their HIV/AIDS care and services. The Grievance Line can be utilized by calling 1(800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after-hour calls and calls made during County holidays are forwarded to voice mail and followed-up on the next business day. This Grievance Line is not intended to respond to emergency or crisis-related concerns.

C. Grievance-Management:

- (1) Within ten (10) days of receipt of the complaint, DHSP shall send correspondence to the complainant to acknowledge that DHSP has received the complaint. Within the same timeline, DHSP shall also send correspondence to the Contractor advising that a complaint was received

and request to investigate and provide specific information.

(2) Contractor shall have 30 days to respond to DHSP with its findings and actions based on its investigation of the complaint.

Contractor shall work with DHSP Quality Management to address other quality of care issues and questions that may arise and where that information is required to close the case.

(3) GRIEVANCE POSTERS: Grievance posters are provided to Contractor. Poster contains information about how clients may file a complaint or concern with DHSP. Contractor shall ensure that the grievance posters are visible to clients and are located in areas of the facility used by patients. Contractor shall ensure that staff, as well as clients/patients know the purpose of the Grievance Program.

(4) Contractor shall develop, implement and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representatives are made aware of how to file a complaint with the DHSP Grievance Program.

17N. RYAN WHITE PROGRAM GRIEVANCE PROCEDURES:

Contractor shall comply with provisions of Section 2602 (c) (2) of the “Ryan White Treatment Modernization Act of 2006, Ryan White Program Grievances”, incorporated into this Contract as Exhibit K, Contractor shall be responsible for developing and implementing grievance procedures related to funding decisions, including procedures for submitting grievances that cannot be resolved to binding arbitration. The legislation requires that these procedures be consistent with model

grievance procedures developed by Health Resources and Services Administration (HRSA), which address grievances with respect to Ryan White Program funds. All fees related to the research, interview, selection and hire of an arbitrator to conduct binding arbitration are incurred at the Contractor's expense. This grievance procedure shall be submitted to DHSP within thirty (30) days of the execution of this Contract for review and approval.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at _____ Contractor's business telephone number is (____) _____, facsimile (FAX) number is (____) _____, and electronic Mail (e-mail) address is _____. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Division of HIV and STD Programs
600 South Commonwealth Avenue
10th Floor
Los Angeles, California 90005

Attention: Director

- (2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) _____

Attention: _____

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial

and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

23. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

24. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

25. BUDGET REDUCTION: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY: In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

27. COMPLAINTS: The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

A. Within thirty (30) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The policy shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.

C. The client and/or his/her authorized representative shall receive a copy of the procedure.

D. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

E. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

F. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

G. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

H. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

I. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

28. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by county in its sole judgment, County shall be entitled to retain its own counsel, including limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make

any admission, in each case, on behalf of County without County's prior written approval.

29. COMPLIANCE WITH CIVIL RIGHTS LAW: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor's EEO Certification.

30. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall

receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

(4) Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

31. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any

capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

32. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall

report all job openings with job requirements to GainGrow@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

33. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission

which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the

Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for

review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

34. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org

35. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

36. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If

improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

37. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

38. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

39. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

40. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or

both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

41. FACSIMILE REPRESENTATIONS: The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract. The facsimile transmission of such documents must be followed by subsequent (non-facsimile) transmission of "original" versions of such documents within five working days.

42. FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

43. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract a statement, executed by Contractor's duly constituted officers, containing the following information: (1) A detailed statement listing all sources of funding to Contractor including private

contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding; and (2) If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

44. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

45. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

46. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the

County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

47. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and

agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Contract.

48. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take

affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

49. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status,

political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of the Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the

Federal Equal Employment Opportunity commission that Contractor has violated Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of the Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

50. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal, or like goods and/or services from other entities or sources.

51. NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

52. NOTICE OF DISPUTES: The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

53. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

54. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

55. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:
Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

56. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

57. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

58. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies.

Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures,

equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or earlier termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

59. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and

stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

60. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

61. RECYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

62. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its Department of Public Health (DPH) shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

63. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth

required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

64. SUBCONTRACTING:

A. For purposes of this Contract, subcontracts must be approved in advance in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

G. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective date of the subcontract,

but in no event, later than the date and any services are to be performed under the subcontract.

H. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

I. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

J. The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

K. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

65. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 35, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract

pursuant to, Paragraph 67, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

66. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect

to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Contract, in accordance with Paragraph 15, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

67. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period

as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 66, TERMINATION FOR CONVENIENCE.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

68. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination,

County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

69. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem

appropriate, services similar to those so terminated, and Contractor shall be liable to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

70. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

71. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

72. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it

can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

73. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

74. VALIDITY: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

75. WAIVER: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

76. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

77. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

78. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 77, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED

PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Interim Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Cynthia A. Harding, M.P.H.
Interim Director

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARK J. SALADINO
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

BL#03162

Revised 11-12-14 – Approved by Counsel

Contract No. _____

EXHIBIT -----

Agency Name _____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
MENTAL HEALTH - PSYCHIATRIC TREATMENT SERVICES**

1. DESCRIPTION: HIV/AIDS mental health - psychiatric treatment services seek to alleviate biologically based psychiatric symptoms that can interfere with the everyday functioning of individuals living with HIV/AIDS. Services are for patients experiencing acute mental health distress related to a patient's HIV/AIDS diagnosis, which warrants the prescription of psychotropic medications. Psychiatric treatment services consist of psychiatric evaluation and treatment, including psychiatric medication monitoring, to uninsured or underinsured, low-income Los Angeles County residents living with HIV and AIDS. Specific psychiatric services include:

A. Psychiatric diagnostic assessment, including a psychiatric and medical history and mental status examination, other diagnostic tools, and recommendations for treatment; and

B. Individualized medication evaluation and management, including prescription of appropriate medication and review of therapeutic effects—including blood tests—and side effects.

2. PERSONS TO BE SERVED: HIV/AIDS mental health-psychiatric treatment services shall be provided to individuals who:

A. have are diagnosed with HIV or AIDS;

- B. are residents of Los Angeles County;
- C. have income at or below four hundred percent (400%) of the Federal poverty level; and
- D. are uninsured or if insured, their insurance lacks mental health coverage.

Services shall be provided in accordance with Attachment 1, "Service Delivery Questionnaire", attached hereto and incorporated herein by reference.

3. COUNTY'S MAXIMUM OBLIGATION: During the period of March 1, 2015 through February 29, 2016, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS mental health-psychiatric treatment services shall not exceed _____ Dollars (\$_____)

4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Schedule ____ and the BILLING AND PAYMENT Paragraph of the Contract. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

5. PATIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing a protocol documenting that individuals receiving services under this Contract meet the eligibility criteria outlined in Section 2 above. Verification of client's Los Angeles County residency, income and insurance status shall be conducted every six months.

6. PATIENT FEE SYSTEM: Contractor shall comply with provisions of

Section 2605 (e) of Title 26 (CARE Act) which is entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Contract as Exhibit H.

Contractor shall be responsible for developing and implementing a patient fee system. This fee system shall be submitted to DHSP within thirty (30) days of the execution of this Contract for review and approval by the Director or his designee. Such system shall include, but not be limited to, the following components:

- A. Procedures and forms used in financial screening of patients;
- B. Schedule of fees (no fees shall be charged to individuals eligible to receive services under this Contract);
- C. Procedures and forms used in determining whether patient is covered by any third party payor, such as Medicare, Medi-Cal, managed care program, or other public or private health insurance;
- D. Description of mechanism or procedures used in assisting patients in applying for public benefits, entitlement programs, and/or other health insurance programs for which they may be eligible;
- E. The frequency intervals of subsequent patient financial screenings.

7. SERVICE DELIVERY SITE (S): Contractor's facilities where services are to be provided hereunder are located at: _____.

Contractor shall request approval from Division of HIV and STD Programs (DHSP) in writing a minimum of thirty (30) days before terminating services at such locations and/or before commencing services at any other locations.

Contractor must obtain prior written approval from DHSP before commencing services.

A memorandum of understanding shall be required for service delivery sites on locations or properties not owned or leased by Contractor with the entity that owns or leases such location or property. Contractor shall submit all memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation.

8. SERVICES TO BE PROVIDED: During each period of this Contract, Contractor shall provide HIV/AIDS mental health - psychiatric treatment services to eligible patients in accordance with California State laws and regulations; Los Angeles County Commission on HIV Standards of Care for Psychiatric Treatment Services; the American Psychiatric Association's Guidelines for the Provision of Psychiatric Services to People Living with HIV/AIDS, professional mental health, medical, and psychiatric regulations; and the terms of this Contract.

A. Contractor shall provide psychiatric treatment services to a minimum of _____ (____) unduplicated patients for the period of March 1, 2015 through February 29, 2016.

B. Contractor shall provide a minimum of _____ (____) hours of psychiatric treatment services for the period of March 1, 2015 through February 29, 2016.

9. DIRECT SERVICES: During each period of this Contract, Contractor shall provide HIV/AIDS psychiatric treatment services as required by DHSP, including, but not limited to the following activities for each patient:

A. Patient Intake and Registration: Contractor shall conduct an Intake on all patients who are provided HIV psychiatric treatment services under this

contract. This includes, but is not limited to screening for and collecting medical insurance and income information; gathering patient demographic data including emergency contact and next of kin information. Contractor shall complete registration in the Casewatch Data Management system for all eligible patients being served under this Contract. Registration includes patient name, home/residential address, mailing address, and telephone number; emergency contact name, home address, and telephone number; next of kin name, home address, and telephone number; and patient demographic data as required by DHSP.

(1) Intake Forms: Contractor shall maintain the following forms each signed and dated by the patient, in each patient's chart:

(a) HIPAA Compliant Release of Health Information Form (must include an expiration date or condition upon which authorization is terminated). Release forms must specifically indicate the name of the person(s) to whom information may be released and the purpose for disclosure of health information. New forms must be added for those individuals not listed on the existing Release of Information. Specification should be made about what type of information can be released;

(b) Documentation that patient received agency's Notice of HIPAA Privacy Practices; Notice of privacy practices should include Confidentiality policy, including Limits of Confidentiality;

(c) Consent to Receive Psychiatric Treatment Services;

(d) Patient Rights and Responsibilities;

(e) Patient Grievance Procedures.

(2) Eligibility Documentation: Contractor shall obtain the following patient eligibility documentation:

(a) Verification of HIV diagnosis;

(b) Verification of income (must be verified on a bi-annual basis);

(c) Verification of residence in Los Angeles County (must be verified on a bi-annual basis).

(d) Proof of patient screening for other eligible payor sources (must be verified on a bi-annual basis).

B. Informed Medication Consent: A written informed consent for administration of psychotropic medications is required for each patient receiving psychotropic medications and shall be maintained within the patient record. This informed consent shall indicate that the patient has been told about and understands: medication benefits, risks, common side effects, side effect management, and timetable for expected benefit. The patient and psychiatrist shall sign informed medication consent on the date that the medication is prescribed to the patient. An updated informed medication consent should be signed and dated by the patient and psychiatrist when a new medication is prescribed.

C. Psychiatric Diagnostic Evaluation: The psychiatric diagnostic evaluation is completed during a collaborative face-to-face interview in which the

patient's mental health history and current chief complaints and symptoms are evaluated to determine psychiatric diagnosis and treatment needs. A psychiatric diagnostic evaluation is required for all patients receiving psychiatric treatment services and shall be completed within sixty (60) days of the first psychiatric visit. The diagnostic evaluation shall support the psychiatric treatment chosen.

Re-evaluations shall be conducted when there is a significant change in the patient's status or when the patient re-enters psychiatric treatment services, but at a minimum of once every twelve (12) months. .

Psychiatric diagnostic evaluations shall, at a minimum, consist of the following:

- (1) Statement of patient's presenting problem/chief complaint;
- (2) Psychiatric and mental health treatment history, including: hospitalizations, outpatient treatment, and history on onset of current symptoms/precipitating events;
 - (a) Impact of periods of treatment and non-treatment on patients' functional ability level.
- (3) Substance use history, including current and past use of alcohol and/or drugs and substance use treatment;
- (4) Psychosocial history, including: family, relationships, and support systems (including physical, sexual, and domestic violence history); family history of mental illness and substance use; and living conditions and environment;
- (5) Cultural influences, including: spiritual and/or religious belief

systems, church affiliation, sexual orientation and gender roles, and discrimination;

(6) Education and employment history;

(7) Legal history;

(8) General medical history, including serious illnesses, head trauma, surgeries, and accidents; chronic medical conditions other than HIV; and allergies;

(9) HIV-related medical history, including month and year of HIV diagnosis, date and results of last T-cell count and viral load, and history and current presence of any HIV-related illnesses or symptoms;

(10) Current medications (medical and psychotropic) including medication name(s) and dosage(s);

(11) Medication and treatment adherence issues, including history, barriers, side effects and coping skills;

(12) HIV risk behaviors and risk/harm reduction, including history of sexual risk taking behaviors, barriers to change, and risk/harm reduction plan;

(13) Mental status exam that includes, at a minimum, the following: appearance; motor activity; attitude; mood and affect: speech and language fluency (including rate, and quality); thought content, process, and perception (including connectedness, predominant topic, delusions, preoccupation/obsessions, hallucinations); orientation (including time, place, person, and purpose); memory (short-term and long-term);

judgment and insight; and suicidal and violent ideation and history
(including type and frequency of ideation, past attempts, and plan);

D. Complete Diagnostic and Statistical Manual of Mental Disorders, (DSM) diagnosis, including a description of symptoms and diagnostic criteria that justify the diagnosis. Psychiatric assessments and reassessments shall include the signature, date, and degree of the psychiatric provider conducting the assessment interview. Assessments and reassessments shall be maintained within the patient record.

E. Treatment Plans: The treatment plan determines the course of psychiatric treatment. Treatment plans shall be developed in collaboration with the patient within sixty (60) days of the completion of the psychiatric diagnostic evaluation. Treatment plans shall be reviewed and updated on an ongoing basis, as determined by the psychiatric treatment provider and as necessary according to the patient's symptoms, but at a minimum of once every six (6) months. Such updates shall be documented within the patient record. Contractor shall ensure that the psychiatric treatment provider documents the need for psychotropic medications as means to stabilize mental health conditions as well as addresses and documents existing and newly identified treatment plan goals.

Psychiatric treatment plans shall be maintained within the patient record and include, at a minimum, the following required documentation:

- (1) Statement of the problems, symptoms, or behaviors to be addressed in treatment;
- (2) Goals (desired outcomes) and objectives (measurable change

in symptoms or behaviors);

(3) Interventions proposed;

(4) Frequency and expected duration of services;

Psychiatric treatment plans shall be signed and dated by the patient and the psychiatric treatment provider. A copy of patient's treatment plan(s) shall be provided to the patient.

F. Treatment Provision: Treatment provision consists of ongoing contact and clinical interventions with or on behalf of the patient necessary to achieve the psychiatric treatment plan goals. However, eligibility for ongoing psychiatric services must include psychotropic medication monitoring as an integral part of the treatment plan. Contact and ongoing clinical interventions treatment provision shall include, but not be limited to: ongoing psychiatric sessions, evaluations, medication monitoring and follow-up, consultation with other service providers, and resource coordination. Treatment provision activities shall be documented within the patient record.

Psychiatric interventions shall be guided by the needs expressed in the psychiatric treatment plan. Practitioners shall be knowledgeable about outcome research and utilize clinically proven treatment for their patient's presenting problems. Treatment shall conform to the standards of care recognized within the general community and supported by clinically published research for the patient's condition. Psychiatric service providers shall adopt and follow performance standards and pharmacologic treatment guidelines as set forth in the Practice Guideline

for the Treatment of Patients with HIV/AIDS, American Psychiatric Association. Programs shall be responsible for obtaining and maintaining staff, facility, and referral systems in compliance with American Medical Association standard guidelines.

(1) Ongoing psychiatric sessions shall include exploration of and counseling regarding:

(a) Knowledge of modes of HIV transmission, HIV prevention, and risk and harm reduction strategies (including root causes and underlying issues related to increased HIV transmission behaviors);

(b) Substance use;

(c) Medical and psychotropic treatment adherence;

(d) Maximizing social and adaptive functioning;

(2) Evaluation, prescription, and medication monitoring and follow-up: Psychiatric treatment providers shall use clinical presentation, evidence-based practice guidelines, and specific treatment goals to guide the evaluation, prescription, and monitoring of appropriate medication.

(a) Patients taking psychotropic medications shall be provided education regarding their medication(s) and be assessed for and educated about medication side effects at each visit.

Psychiatric treatment providers shall regularly counsel patients about the importance of adherence to psychotropic medications.

These activities shall be documented within patient progress notes.

(3) Consultation with other service providers and resource coordination: Psychiatric treatment providers shall coordinate the provision of psychiatric care with the patient's primary health care provider and other related service providers. Psychiatric treatment providers shall maintain regular contact with a patient's primary health care provider and other related service providers as necessary to ensure integration of services and maintain care continuity. Contact with primary health care providers and other service providers shall be documented within patient progress notes.

(4) Treatment provision activities shall be documented through progress notes and maintained within the patient record. Progress notes shall include, at a minimum, the following information:

- (a) Date, type of contact, and the time spent with or on behalf of the patient,
- (b) Progress towards psychiatric treatment plan goals;
- (c) Interventions and the patient's response to interventions;
- (d) Assessments for and education about medication side effects and counseling regarding psychotropic medication adherence;
- (e) Patient follow-up activities, including contacts, attempted contacts, and written correspondence provided;
- (f) Date and signature of the psychiatric treatment provider.

G. Triage/Referral: For patients requiring mental health interventions that

the psychiatric treatment provider is not able to provide, the psychiatric treatment provider shall ensure that these patients are referred to a full-range of mental health services, including mental health counseling/psychotherapy, neuropsychological testing, day treatment programs, and in-patient hospitalization. Psychiatric treatment providers shall refer patients to other services as needed, including case management, treatment education, peer support, medical treatment, and dental treatment. In addition, psychiatric treatment providers shall refer patients with co-occurring substance abuse disorders to appropriate substance abuse treatment services. To ensure integration of services and optimum patient care, mental health services shall be coordinated with all of the services listed previously within this paragraph, especially patients' primary health care provider.

H. Crisis Intervention: Crisis intervention services are unplanned services provided to an individual experiencing mental health distress. These services are provided in order to prevent crisis-related deterioration of mental health functioning and/or to assist in the patient's return to baseline functioning. Patient safety shall be continuously assessed and addressed when providing these services. Crisis intervention services ensure patient safety and maintenance of baseline functioning.

Crisis intervention services shall be documented through progress notes and maintained within the patient record. Crisis intervention documentation shall include, but not be limited to:

- (1) Crisis intervention evaluation or assessment;

(2) Summary of the crisis event and reasons for crisis intervention services;

(3) Description and details of continuous patient safety assessments;

(4) Interventions and referrals provided, including any prescription or change in prescription of psychotropic medication(s);

(5) Results of interventions and referrals;

(6) Follow-up plan.

Crisis intervention services documentation shall include the date and signature of the psychiatric treatment provider.

I. Patient Retention: Psychiatric treatment providers shall strive to retain patients in primary HIV medical care services. As such, the psychiatric treatment provider shall maintain ongoing contact with a patient's HIV medical provider to ensure continuity of services. Such contact shall engage Psychiatric providers on conversation to discuss psychiatric medication adherence and evaluate any drug-to-drug interactions between a patient's HIV medications and psychotropic medications. Psychiatric treatment providers shall contact the HIV medical provider at a minimum of once every ninety (90) days. These activities shall be documented through progress notes and maintained within the patient record.

J. Case Closure: Case closure refers to the systematic process for discharging patients from psychiatric treatment services. This process includes the completion of a case closure summary to be maintained within the patient record. Patients shall be considered active providing they receive psychiatric

treatment services at least once within a six (6) month period. Case closure activities shall be initiated if the patient does not receive psychiatric treatment services or is unable to be contacted within a six (6) month period.

For patients who have dropped out of treatment without notice, Contractor shall make follow-up attempts to contact the patient via telephone and written correspondence. Follow-up and case closure activities shall be documented through progress notes and maintained within the patient record. A case closure summary shall be completed and maintained within the patient record for each patient who has not received psychiatric treatment services within a six (6) month period. Case closure summaries shall include, at a minimum, the following required documentation:

- (1) Date of discharge;
- (2) Course of treatment;
- (3) Reason for termination of services;
- (4) Signature of the psychiatric treatment provider.

K. Psychiatric treatment services shall include the provision of psychotropic medications as indicated. Contractor shall ensure that psychiatric treatment providers in accordance with the State of California prescribe all prescriptions.

10. PROGRAM RECORDS:

A. Progress Notes: Contractor shall maintain adequate documentation of all HIV/AIDS psychiatric treatment services, provided for each patient in sufficient

detail to permit an evaluation of such services. Treatment provision activities shall be documented through progress notes and maintained within the patient record. Progress notes shall include, at a minimum, the following information:

- (1) Date, type of contact, and the time spent with or on behalf of the patient;
- (2) Progress towards psychiatric treatment plan goals;
- (3) Interventions and the patient's response to interventions;
- (4) Referrals provided and results of interventions and referrals;
- (5) Documentation that the provider has addressed existing and newly identified goals;
- (6) Medication monitoring documentation, including visit frequency and follow-up;
- (7) Assessments for and education about medication side effects and counseling regarding psychotropic medication adherence;
- (8) Patient follow-up activities, including contacts, attempted contacts, and written correspondence provided;
- (9) Date and signature of the psychiatric treatment provider.

11. CASE CONFERENCES: Contractor shall conduct monthly multidisciplinary discussions of selected patients to assist in problem-solving related to a patient's progress towards psychiatric treatment plan goals and to ensure that professional guidance and quality psychiatric treatment services are being provided. Active patients shall be considered for case conference at least once per every six (6) month period.

Documentation of case conferences shall be maintained within each patient record and/or in a case conference log. Required documentation for case conferences shall include, but not be limited to:

- A. Date of case conference;
- B. Name of case conference participants;
- C. Name of patient(s) discussed;
- D. Issues and concerns identified;

12. ADMINISTRATIVE SUPERVISION: Contractor shall provide administrative oversight of psychiatric treatment services. Contractor shall conduct regular reviews of patient records to ensure that all required documentation is completed properly in a timely manner and secured within patient records. Patient record reviews shall include, but not be limited to, the following required documentation:

- A. Checklist of required documentation signed and dated by the individual conducting the review of psychiatric patient records;
- B. Written documentation identifying steps to be taken to rectify missing or incomplete documentation;
- C. Date of resolution of required documentation omission.

The administrative supervisor shall periodically review the required documentation.

13. STAFF REQUIREMENTS AND QUALIFICATIONS: Psychiatric treatment providers shall possess the skills, experience, education, and licensing and American Board of Psychiatry and Neurology (ABPN) certification and qualifications appropriate for the provision of HIV/AIDS psychiatric treatment services. For the purposes of this

Contract, psychiatric treatment providers are individuals licensed to do so by the State of California and in accordance with the American Psychiatric Association and the American Medical Association.

A. Contractor shall maintain documentation of staff qualifications within each personnel record. Documentation shall include the appropriate licensure, degree(s), professional status, student status and educational program, and resume.

B. Contractor shall provide and/or allow access to ongoing staff development and training regarding HIV-related medical, psychiatric, and mental health issues. At a minimum, psychiatric practitioners shall participate in eight (8) hours of Continuing Medical Education on the topics of HIV and mental health issues every two (2) years. Practitioners providing psychiatric treatment services to people living with HIV/AIDS shall possess knowledge about the following subjects, at a minimum:

- (1) HIV disease process and current medical treatments;
- (2) Interactions between HIV and psychotropic medications;
- (3) Mental disorders related to HIV;
- (4) Mental disorders that can be induced by prescription drug use;
- (5) Adherence to medication regimens;
- (6) Diagnosis and assessment of HIV-related mental health issues;

C. Documentation of staff development and trainings shall be maintained within each personnel record, including but not limited to:

- (1) Date, time, and location of the function;

- (2) Function type;
- (3) Name of the agency and staff members attending the function;
- (4) Name of the sponsor or provider;
- (5) Training outline, meeting agenda, and/or minutes.

D. Psychiatric practitioners and staff shall be aware of and be able to practice under the legal and ethical obligations as set forth by California state law and their respective professional organizations. Psychiatric treatment providers shall comply with existing laws regarding confidentiality, informed consent and patient's rights, and shall conform to the standards and guidelines of the American Medical Association and the American Psychiatric Association regarding ethical conduct, including:

- (1) Duty to Treat: Practitioners have an ethical obligation not to refuse treatment because of fear or lack of knowledge about HIV.
- (2) Confidentiality: Maintenance of confidentiality is a primary legal and ethical responsibility of the psychiatric practitioner.
- (3) Duty to Warn: Serious threats of violence against a reasonably identifiable victim shall be reported. At present, in California, a person living with HIV/AIDS engaging in behaviors that may put others at risk for HIV infection is not a circumstance that warrants breaking of confidentiality. Only physicians may notify identified partners who may have been infected, other mental health practitioners are not permitted to do so.

Psychiatric practitioners are advised to seek legal advice when they are unsure about particular issues and the legal/ethical ramifications of their actions.

E. Contractor shall notify DHSP of any change in staffing by psychiatric care provider(s) within thirty (30) days of the date of the change. Such notification of psychiatric care provider change shall include a description of the contractor's plan for continuity of care for psychiatric treatment patients.

14. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Contract shall commence services within ninety (90) days of the execution of this Contract. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

15. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Contract attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by DHSP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD PATIENT LEVEL REPORTING DATA for mental health – psychiatric treatment services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to the Division of HIV and STD Programs, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention:

Financial Services Division, Chief.

B. Semi-Annual Reports: As directed by DHSP, Contractor shall submit a six (6) month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by DHSP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by DHSP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

16. COUNTY'S DATA MANAGEMENT SYSTEM: Contractors are required to use DHSP's data management system to register patient-eligibility data and demographic/resource data, enter service utilization data and core medical and support services outcomes, and to record linkages/referrals to other service providers, both those within and outside of the proposed care model, and systems of care. DHSP's data management system will be used to support centralized enrollment and eligibility screening, standardize reporting, support efficient billing and program evaluation processes, and provide DHSP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County.

17. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer,

and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit J, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Contract.

18. EMERGENCY AND DISASTER PLAN: Contractor shall submit to DHSP within thirty (30) days of the execution of this Contract an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

19. EMERGENCY MEDICAL TREATMENT: Patients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to County's Department of Public Health, Division of HIV and STD Programs, Office of the Medical

Director.

20. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES:

Contractor shall adhere to all provisions within Exhibit I, People With HIV/AIDS Bill of Rights and Responsibilities (Bill of Rights) document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all Care services provider sites, and disseminate it to all patients/patients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the Bill of Rights. In addition, Contractor shall notify and provide to its officers, employees, and agents, the Bill of Rights document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this Bill of Rights document in accordance with Contractor's own document, Contractor shall demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

21. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

A. Contractor shall obtain written approval from DHSP's Director or designee for all program administrative, educational materials and promotional associated documents utilized in association with this Contract prior to its implementation and usage to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS linguistically competent, adherent to community norms and values, are culturally sensitive and are in compliance with contract requirements.

B. All DHSP funded program must comply with all federal, State, County

and local regulations regarding HIV/AIDS-related educational materials.

C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using DHSP funds, in accordance with DHSP's latest Material Review Protocol available at <http://publichealth.lacounty.gov/aids/materialsreview.htm>.

D. Contractor shall submit all program administrative, educational materials and promotional associated documents for each new or renewed contract prior to implementation. Administration materials and promotional associated documents must be submitted thirty (30) days prior to intended use. Educational materials must be submitted sixty (60) days prior to intended use.

E. For the purposes of this Contract, program administrative, educational materials and promotional associated documents may include, but are not limited to:

- (1) Written materials (e.g., curricula, outlines, pamphlets, brochures, fliers, social marketing materials), public announcement, printing, duplication and literature,
- (2) Audiovisual materials (e.g., films, videotapes);
- (3) Pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).
- (4) Promotional flyers and posters

F. Approved materials that have had the educational content revised, updated or changed in any way must be re-submitted for DHSP approval.

Materials that contain certain types of information including but not limited to:

statistics, resources, benefits or treatment information should be submitted every contract term to ensure that they contain the most updated information.

Educational curricula must be re-submitted each year/term of the contract.

Changes such as the updating of addresses, phone numbers or website links do not require re-submission, as a letter to DHSP's Director detailing the updated information shall suffice.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material used on this project and developed by Contractor or otherwise, in whole or in part is credited to the funding source as follows: "This project was supported by funds received from the Division of HIV and STD Programs, the State of California, Department of Public Health Services, Office of AIDS, and the U.S. Department of Health and Human Services, Health Resources Services Administration."

22. COUNTY'S COMMISSION ON HIV: Contractor shall actively view the County's Commission on HIV (Commission) website <http://www.hivcommission-la.info/> and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County.

23. HOURS OF OPERATION: Contractor is required to provide Mental Health, Psychiatric Treatment Services during regular business hours, 8:00 a.m. through 5:00 p.m., on all week days (Monday through Friday) except those designated as holidays as noted below.

Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; Presidents' Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day."

24. CULTURAL COMPETENCY: Program staff should display non-judgmental, culture-affirming attitudes. Program staff should affirm that patients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site # _ of _

- 1 Agency Name: _____
- 2 Executive Director: _____
- 3 Address of Service Delivery Site: _____

- 4 In which Service Planning Area is the service delivery site?

_____ One: Antelope Valley	_____ Two: San Fernando Valley
_____ Three: San Gabriel Valley	_____ Four: Metro Los Angeles
_____ Five: West Los Angeles	_____ Six: South Los Angeles
_____ Seven: East Los Angeles	_____ Eight: South Bay
- 5 In which Supervisorial District is the service delivery site?

_____ One: Supervisor Molina	_____ Two: Supervisor Ridley-Thomas
_____ Three: Supervisor Yaroslavsky	_____ Four: Supervisor Knabe
_____ Five: Supervisor Antonovich	
- 6 Based on the number of direct service hours to be provided at this site, what percentage of your allocation is designated to this site? _____%

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES**TABLE 1**

Site #_ of _

- 1 Agency Name: _____
- 2 Executive Director: _____
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- 4 In which Service Planning Area is the service delivery site?
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|---------------------------------|--------------------------------|
| _____ One: Antelope Valley | _____ Two: San Fernando Valley |
| _____ Three: San Gabriel Valley | _____ Four: Metro Los Angeles |
| _____ Five: West Los Angeles | _____ Six: South Los Angeles |
| _____ Seven: East Los Angeles | _____ Eight: South Bay |
- 5 In which Supervisorial District is the service delivery site?
- | | |
|-------------------------------------|-------------------------------------|
| _____ One: Supervisor Molina | _____ Two: Supervisor Ridley-Thomas |
| _____ Three: Supervisor Yaroslavsky | _____ Four: Supervisor Knabe |
| _____ Five: Supervisor Antonovich | |
- 6 Based on the number of direct service hours to be provided at this site, what percentage of your allocation is designated to this site? ____%

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES**TABLE 1**Site # of

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SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

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|-------------------------------------|-------------------------------------|
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| _____ Three: Supervisor Yaroslavsky | _____ Four: Supervisor Knabe |
| _____ Five: Supervisor Antonovich | |
- 6 Based on the number of direct service hours to be provided at this site, what percentage of your allocation is designated to this site? _____%

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES**TABLE 2****March 1, 2015 through February 29, 2016**

Number of Mental Health - Psychiatric Treatment Services Contract Goals and Objectives by Service Delivery Site(s).

Please note: "No. of Patients" will refer to the number of **unduplicated** patients.

Contract Goals and Objectives	Psychiatric Treatment Services	
Service Delivery Site	No. of Patients	No. of Hours
Site # 1		
Site # 2		
Site # 3		
Site # 4		
TOTAL		

EXHIBIT C

SCHEDULE _____

Agency Name _____

MENTAL HEALTH - PSYCHIATRIC TREATMENT SERVICES

	<u>Budget Period</u> <u>March 1, 2015</u> through <u>February 29, 2016</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

EXHIBIT A

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) BENEFITS SPECIALTY SERVICES

1. DESCRIPTION: HIV/AIDS Benefits Specialty services are client-centered activities that facilitate a client's access to public benefits and programs supported by funding streams other than the Ryan White Program. Benefits specialty services focus on assisting a client's entry into and movement through care service systems outside of the Ryan White Program-funded service delivery network. It is the primary responsibility of the Specialists to ensure that their clients are receiving all the benefits and entitlements for which they are eligible.

Specialists educate clients about available benefits and provide assistance with the application process. When needed, Specialists shall also help prepare for and facilitate relevant benefit appeals.

HIV/AIDS Benefits Specialists shall assist clients in obtaining the following financial and insurance options: AIDS Drug Assistance Program (ADAP); Ability to Pay Program (ATP); Cal-Works; CARE/Health Insurance Premium Payment (HIPP); Entitlement programs; Food Stamps; General Relief/General Relief Opportunities to Work (GROW); In Home Supportive Services (IHSS); Healthy Families Program; Medicaid/Medi-Cal; Medi-Cal/HIPP; Medicare; Medicare Buy-In Program; Patient Assistance Programs (Pharmaceutical Companies); Private Insurance; Section 8 and other housing programs; Social Security Disability Insurance (SSDI); State Disability Insurance; Supplemental Security Income (SSI); State Supplementary Payments(SSP);

Temporary Aid to Needy Families (TANF); Unemployment Insurance (UI); Women, Infants and Children (WIC); Worker's Compensation; Other public/private benefits programs.

2. PERSONS TO BE SERVED: HIV/AIDS Benefits Specialty services shall be provided to persons living with HIV residing within Los Angeles County in accordance with Attachment 1, "Service Delivery Questionnaire", attached hereto and incorporated herein by reference. Such services shall service persons in need of financial and/or health insurance programs so that they may better access, maintain, and adhere to primary HIV/AIDS health care and other support services.

3. COUNTY'S MAXIMUM OBLIGATION:

A. During the period of _____ through _____, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____).

4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedule _____, and the INVOICES AND PAYMENT Paragraph of the Contract. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

5. SERVICE DELIVERY SITES: Contractor shall provide Benefits Specialty services at the following location(s): _____.

Contractor shall request approval from Division of HIV and STD Programs (DHSP) in writing a minimum of thirty (30) days before terminating services at such

location(s) and/or before commencing services at any other location(s).

A memorandum of understanding shall be required for service delivery site(s) on location(s) or property(ies) not owned or leased by Contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation.

6. CLIENT/PATIENT ELIGIBILITY: Contractor shall be responsible for ensuring that clients meet the following criteria: a) HIV-positive diagnosis, b) Los Angeles County residency, and c) verification of income. Verification of client's Los Angeles County residency and income shall be conducted on every six (6) months.

7. CLIENT/PATIENT FEE SYSTEM: Contractor shall comply with provisions of Section 2605 (e) of Title 26 (Ryan White Program) which is entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Contract as Exhibit H.

Contractor shall be responsible for developing and implementing a client fee system. Such system shall include, but not be limited to, the following components:

A. Procedures and forms used in financial screening of clients;

B. Schedule of fees; no fees to be charged under this contract.

C. Procedures and forms used in determining whether client is covered by any third party payor, such as Medicare, Medi-Cal, managed care program, or other private insurance;

D. Description of mechanism or procedures used in assisting clients in applying for public benefits, entitlement programs, and/or other health insurance programs for which they may be eligible; and

E. The frequency intervals of subsequent client financial screenings.

8. SERVICES TO BE PROVIDED: During the period of this Contract, Contractor shall provide such services as required by DHSP, including, but not be limited to the following activities.

A. Contractor shall provide benefit specialty services to a minimum of _____ (_____) clients for the period of _____ through _____.

B. Contractor shall provide a minimum of _____ (_____) benefit specialty service hours for the period of _____ through _____.

C. Contractor shall provide a minimum of _____ (_____) clients with benefit specialty application assistance for the period of _____ through _____.

D. Contractor shall provide benefit enrollment assistance to a minimum of _____ (_____) benefit specialty clients for the period of _____ through _____.

E. Contractor shall provide appeals facilitation assistance to a minimum of _____ (_____) benefit specialty clients for the period of _____ through _____.

F. Contractor shall provide a minimum of _____ (_____) orientation/workshops

sessions in ____ (____) hours for the period of ____ through ____.

9. DIRECT SERVICES: During the period of this Contract, Contractor shall provide HIV/AIDS Benefits Specialty services to eligible clients in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, the Los Angeles County Commission on HIV Benefits Specialty Standards of Care, and the terms of this Contract. Services include:

A. Client Intake: Client intake determines eligibility and includes demographic data, emergency contact information, and eligibility documentation. The complete intake process, including registration and eligibility, is required for every client throughout benefits specialty service delivery. All programs shall follow HIPAA guidelines and regulations for confidentiality.

(1) The following completed forms are required for each client and shall be kept on file in the client chart: release of information; limits of confidentiality; consent to receive services; clients rights and responsibilities; client grievance procedures; and program disclaimer that Benefits Specialty Services do not constitute legal advice or representation and that there is no guarantee of success in obtaining benefits.

B. Comprehensive Benefits Assessment: Benefits assessments are cooperative, interactive, face-to-face interviews that are conducted in order to:

determine a client's eligibility for public assistance programs; educate and identify client(s) eligibility for public assistance programs.

(1) Benefits assessments shall be completed during the first appointment with the client. In the event that a client, due to physical impairment or illness, is unable to come to an agency appointment, the benefits specialist shall go to the client's residence to complete the assessment and necessary follow-up.

(2) Benefits assessments require the following documentation to be kept on file in the client chart: date of assessment; signature and title of staff person completing the assessment; completed assessment/information form.

(3) Benefits Specialist shall document assistance provided to client regarding ADAP in Benefits Specialty record (including in the assessment, the Benefits Specialty Plan, and progress notes). Documentation is to only highlight minimal information such as:

a. ADAP application assistance

b. ADAP benefits management

All records related to a client's application to the ADAP program should be maintained separate from the Benefits Specialty chart and in accordance with the requirements outlined by the California Department of Public Health, State Office of AIDS, AIDS Drug Assistance Program (see Program Records below).

C. Benefits Service Plan (BSP): In conjunction with the client, a Benefits Service Plan is developed to determine the goals and steps it takes for client to meet their goals.

(1) BSP shall include the public assistance programs client applied.

(2) BSP shall identify the goals and steps for client to attain goals; and disposition of the application for each public assistance program as it is completed, changed or determined to be unattainable.

(3) BSP shall ensure that the benefits specialist continues to address and document existing and newly identified Individual Benefits Service Plan goals.

(4) BSP shall include date, time spent, outcome, and signature by client and benefit specialist.

D. Application Assistance: Clients shall be given an appointment within two weeks of assessment to assist in the completion of relevant applications, if needed. This assistance shall be provided in a one-on-one meeting with the same benefits specialist that completed the client's assessment whenever possible. Contractor shall ensure the following:

(1) Benefits Specialist provides clear instructions about the next steps required to finalize the application process (e.g., setting appointments at benefits offices, mailing instructions, etc.);

(2) Benefits Specialist shall follow-up within 24 hours if client has missed schedule appointment;

(3) Documentation for application assistance services shall be kept in the form of a progress notes and shall include but not be limited to, the following required information: date; description of applications completed; time spent with, or on behalf of, the client; specialist's signature and title.

E. Benefits Management: Benefits Specialist shall ensure clients receive benefits management services which address the benefit counseling needs that many clients have once they are enrolled in various health and disability programs. Documentation shall be kept in the form of progress notes. Contractor shall ensure the following:

(1) Benefits Specialist shall contact individual agencies, insurance companies, public and private agencies and other relevant institutions to verify or clarify information provided to resolve discrepancies;

(2) Refer clients to appropriate community-based organizations, and other agencies for services and resources to address client immediate and long-term needs;

(3) Benefits Specialist shall search various income and eligibility related computer databases to ascertain whether the client is receiving income from other sources of public aid or programs, and to verify eligibility status;

(4) Identification of new public assistance programs;

(5) Benefits Specialist shall ensure benefits management services are provided to clients who are enrolled in public assistance programs and require advocacy to maintain their benefits.

F. Progress Notes: Benefits specialty services shall be documented through progress notes and maintained within individual client charts.

Contractors shall ensure the following:

(1) Documentation of assessment or re-assessment;

(2) Documentation of development or update of benefit service plan;

(3) Documentation of any follow-up for application process, including contacts, attempted contacts, and written correspondence provided;

(4) Documentation for referrals to legal, county departments, community-based organizations, other agencies for services and resources to address client immediate and long-term needs;

(5) Documentation of searches for various income and eligibility related to computer databases to ascertain whether the client is receiving income from other sources of public aid or programs;

(6) Progress notes shall include the following information: date; time spent with client; and benefit specialist signature and title.

G. Benefits Orientation/Educational Workshop Sessions: Contractor shall conduct orientation workshop sessions to persons living with HIV/AIDS to education them on public assistance programs and entitlement programs. Each session shall be a minimum of two (2) hour in length, and host a minimum of eight (8) participants. In order to reach a larger population of individuals living with HIV/AIDS, Contractor shall provide Benefits Specialty Workshop sessions at various designated locations throughout Los Angeles County. Those locations are noted in the SERVICE DELIVERY SITES and the DIRECT SERVICES Paragraphs of this Exhibit.” ADDITIONAL SERVICE REQUIREMENTS:

H. Contractor shall develop and implement a broken appointment policy and procedure to ensure client retention and continuity of services. Follow-up of broken appointments may consist of telephone calls, written correspondence, direct contact, or may involve all of the above in a concerted effort to maintain the client in care. These interventions shall be documented within the client record.

I. Contractor shall obtain written approval from DHSP's Director for all forms and procedures utilized in association with this Contract prior to its implementation.

J. Contractor shall submit for approval such forms and procedures to DHSP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Contract, forms and procedures include, but are not limited to: intake/assessment, release of information, consent for family benefits specialty services, limits of confidentiality, client rights and responsibilities, and grievance procedures.

10. ADMINISTRATIVE SUPERVISION: Contractor shall provide administrative oversight of the benefits specialty program.

A. Client Record Reviews: assess that required documentation is completed properly in a timely manner and secured within client records. Client record review shall consist of the following required documentation: checklist of required documentation signed and dated by the individual conducting the record review; written documentation identifying steps to be taken to rectify missing or incomplete documentation; and date of resolution of required documentation omission. Client record reviews shall be maintained within each client record. All active benefits specialty client records shall be reviewed at a minimum of once per year.

B. Preparation and submission of reports in accordance with the REPORTS Paragraph of this Exhibit.

11. STAFF DEVELOPMENT AND TRAINING REQUIREMENTS: Contractor shall provide and/or allow access to ongoing staff development of benefits specialists. Staff development and enhancement activities shall include, but not be limited to:

A. Trainings and/or in-services related to public assistance programs, benefits specialty issues, and HIV/AIDS.

B. Staff development and enhancement shall consist of the following required documentation:

(1) Date, time, and location of function and function type;

(2) Name of staff attending function;

(3) Name of sponsor or provider of function;

(4) Training outline;

(5) Meeting agenda and/or minutes.

(6) Verification of participation in staff development and enhancement activities shall be maintained in each personnel record.

12. STAFF REQUIREMENTS:

A. Benefits Specialist Qualifications: Benefits Specialist shall hold a high school diploma (or GED equivalent) and have at least one (1) year of experience making eligibility determinations and assisting clients in accessing public benefits or public assistance programs.”

B. Supervision: Supervision is required of all benefits specialists in order to provide guidance and support. Supervision shall be provided for all benefits specialists at a minimum of four hours per month to assist in problem solving and additional resource gathering.

13. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Contract shall commence services within ninety (90) days of the execution of this Contract. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services. (See Contract section for more information).

14. EQUIPMENT PURCHASE: All equipment to be reimbursed by this Contract must be pre-approved by the DHSP. Equipment purchase applies to the Contractor and any subcontractors. The justification for the purchase should include how many clients will benefit from the purchase of the equipment during each budget period. For the purpose of this Contract, Equipment is defined as an item with a unit cost of Five Thousand Dollars (\$5,000) or more and a life expectancy of four (4) or more years.

15. PROGRAM RECORDS: Contractor shall maintain client program records as follows:

A. Each client record shall include:

- (1) Documentation of HIV/AIDS diagnosis;
- (2) Proof of County of Los Angeles residency;
- (3) Verification of client's financial eligibility for services;
- (4) Client demographic information;
- (5) A current benefits assessment including date and signature of staff conducting assessment;
- (6) A current and appropriate benefits service plan including staff's and client's signature or documentation noting the client's acceptance of the plan;
- (7) Progress notes documenting services provided to the client;
- (8) Documentation of all contacts with and actions taken on behalf

of the client including:

- (a) Date;
- (b) Time spent;
- (c) Type of contact;
- (d) What occurred during contact;
- (e) Signature and title of person providing contact.

16. ADAP RECORDS: Contractor's Eligible Enrollment Worker shall maintain client ADAP records

- (a) Documentation of HIV/AIDS diagnosis;
- (b) Proof of County of Los Angeles residency;
- (c) Verification of client's financial eligibility for services;
- (d) Client demographic information; as follows:

(1) All client ADAP information is to be kept in a separate record/file than that of the Benefits Specialty services record/file.

(2) The confidentiality of ADAP client information must be maintained at all times.

(3) ADAP client files must be stored in a locked file or in a secured (locked) office.

17. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of this Contract, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by DHSP, Contractor shall submit a

signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for benefits specialty services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Division of HIV and STD Programs, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

B. Semi-annual Reports: As directed by DHSP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by DHSP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by DHSP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

18. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register client's eligibility data, demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to invoice for all delivered services, standardize reporting, import efficiency

of billing, support program evaluation processes, and provide DHSP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor shall ensure data quality and compliance with all data submission requirements.

19. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit J , "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Contract.

20. EMERGENCY AND DISASTER PLAN: Contractor shall submit to DHSP within thirty (30) days of the execution of this Contract an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

21. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to County's Department of Public Health, Division of HIV and STD Programs, Office of the Medical Director.

22. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit I, "People with HIV/AIDS Bill of Rights and Responsibilities" ("Bill of Rights") document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all Care Services provider sites, and disseminate it to all patients/ clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this "Bill of Rights" document in accordance with Contractor's own document, Contractor shall demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the "Bill of Rights" document.

23. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

A. Contractor shall obtain written approval from DHSP's Director or designee for all program administrative, educational materials and promotional associated documents utilized in association with this Contract prior to its implementation and usage to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS linguistically competent, adherent to community norms and values, are culturally sensitive and are in compliance with contract requirements.

B. All DHSP funded programs must comply with all federal, State, County and local regulations regarding HIV/AIDS-related educational materials.

C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using DHSP funds, in accordance with DHSP's latest Material Review Protocol available at <http://publichealth.lacounty.gov/aids/materialsreview.htm>

D. Contractor shall submit all program administrative, educational materials and promotional associated documents for each new or renewed contract prior to implementation. Administrative materials and promotional associated documents must be submitted thirty (30) days prior to intended use or as outlined in the Exhibit A, Statement of Work (SOW). Educational materials must be submitted sixty (60) days prior to intended use or as outlined in the SOW.

E. For the purposes of this Contract, program administrative, educational materials and promotional associated documents may include, but are not limited to:

- (1) Written materials (e.g., curricula, outlines, pamphlets, brochures, fliers, social marketing materials), public announcement, printing, duplication and literature;
- (2) Audiovisual materials (e.g., films, videotapes);
- (3) Pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).
- (4) Confidentiality agreement form;
- (5) Data collection forms;
- (6) Commitment forms;
- (7) Policies and procedures for services provided;
- (8) Protocols;
- (9) Promotional flyers and posters
- (10) Sign in sheets;
- (11) Consent forms, and
- (12) Individual service plan/Assessment/Progress note forms

F. Approved materials which have had the educational content revised, updated or changed in any way must be re-submitted for approval. Materials that contain certain types of information including but not limited to: statistics, resources, benefits or treatment information should be submitted every contract term to ensure that they contain the most updated information. Educational curricula must be re-submitted each year/term of the contract. Changes such as the updating of addresses, phone numbers or website links do not require re-submission, as a letter to DHSP's Director detailing the updated information shall

suffice.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material used on this project and developed by Contractor or otherwise, in whole or in part is credited to the funding source as follows: "This project was supported by funds received from the Division of HIV and STD Programs, the State of California, Department of Public Health Services, Office of AIDS, and the U.S. Department of Health and Human Services, Health Resources Services Administration."

24. COUNTY'S COMMISSION ON HIV: Contractor shall actively view the County's Commission on HIV (Commission) website <http://www.hivcommission-la.info/> and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County.

25. HOURS OF OPERATION: Contractor shall be required to provide Benefits Specialty Services during regular business hours, 8:00 a.m. through 5:00 p.m., on all week days (Monday through Friday) except those designated as holidays as noted below. In addition, Contractor's Benefits Specialist shall travel to other County contracted sites to provide Benefits Specialty Services on a regular, mutually agreed upon schedule with other contracted providers. County may require additional service hours in order to meet specific tasks.

Contractor is not required to work on the following County recognized holidays:
New Year's Day; Martin Luther King's Birthday; Presidents' Day; Memorial Day;

Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

26. RYAN WHITE SERVICE STANDARDS:

A. Contractor shall maintain materials documenting Consumer Advisory Board's (CAB) activities and meetings: Documentation shall consist of but, shall not be limited to:

- (1) CAB Membership;
- (2) Dated meetings;
- (3) Dated minutes;
- (4) A review of agency's bylaws; or
- (5) An acceptable equivalent.

The CAB shall regularly implement and establish:

- (a) Satisfactory survey tool;
- (b) Focus groups with analysis and use of documented results, and/or;
- (c) Public meeting with analysis and use of documented results;
- (d) Maintain visible suggestion box; or
- (e) Other client input mechanism.

B. Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon clients':

- (1) Inability to produce income;
- (2) Non-payment of services;

(3) Requirement of full payment prior to services.

Additionally, sliding fee scales, billing/collection of co-payment and financial screening must be done in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

C. Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include but, is not limited to:

(1) Maintaining files of eligibility and clinical policies;

(2) Maintaining files on individuals who are refused services and the reason for the refusal.

(a) Documentation of eligibility and clinical policies to ensure that they do not:

(i) Permit denial of services due to pre-existing conditions;

(ii) Permit denial of services due to non-HIV related conditions (primary care);

(iii) Provide any other barriers to care due to a person's past or present health condition.

D. Contractor shall ensure that its agency's policies and procedures comply with the American with Disabilities Act (ADA) requirements. These requirements shall include but, is not be limited to:

(1) A facility that is handicapped accessible;

(2) Accessible to public transportation;

(3) Provide means of transportation, if public transportation is not accessible;

(4) Transportation assistance.

E. Contractor shall develop and maintain files documenting agency's activities for promotion of HIV related services to low-income individuals.

Documentation shall include copies of:

(1) HIV program materials promoting services;

(2) Documentation explaining eligibility requirements;

(3) HIV/AIDS diagnosis;

(4) Low income supplemental;

(5) Uninsured or underinsured status;

(6) Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare, every six (6) months;

(7) Proof of compliance with eligibility as defined by Eligibility Metropolitan Area (EMA), Transitional Grant Areas (TGA), or State of California, every six (6) months;

(8) Document that all staff involved in eligibility determination have participated in required training;

(9) Ensure that agency's data report is consistent with funding requirements.

F. Contractor shall ensure that its policies and procedures classify

veterans who are eligible for Veteran Affairs (VA) benefits. Those classified as uninsured, thus are exempt as veterans from “payor of last resort” requirement.

G. Contractor shall develop and maintain approved documentation for:

- (1) An employee Code of Ethics;
- (2) A Corporate Compliance Plan (for Medicare and Medicaid providers);
- (3) Bylaws and policies that include ethics standards or business conduct practices.

H. Contractor shall ensure that all employees have criminal background clearances and/or an exemption prior to employment. Documentation shall be maintained on file, including but, is not limited to:

- (1) Penalties and disclosure procedures for conduct/behavior deemed to be felonies; and
- (2) Safe Harbor Laws.

I. Contractor shall maintain accurate records concerning the provision of behavioral health care services.

(1) Contractor shall have adequate written policies and procedures to discourage soliciting cash or in-kind payments for:

- (a) Awarding contracts;
- (b) Referring Clients;
- (c) Purchasing goods or service;
- (d) Submitting fraudulent billing;

(2) Contractor shall maintain and develop adequate written policies

and procedures that discourage:

- (a) Hiring of persons with a criminal record
- (b) Hiring of persons being investigated by Medicare or Medicaid;
- (c) Exorbitant signing packages or large signing bonuses;
- (d) Premiums or services in return for referral of consumers;
- (e) Induce the purchase of items or services; and/or
- (f) Use of multiple charge masters or payment schedules:
 - (i) Self-paying clients;
 - (ii) Medicare/Medicaid paying clients; or
 - (iii) Personal or private insurance companies .

J. Contractor shall develop an anti-kickback policy to include but, is not limited to:

- (1) Implications;
- (2) Appropriate uses; and
- (3) Application of safe harbors laws.

Additionally, Contractor shall comply with Federal and State anti-kickback statutes, as well as the “Physician Self –referral Law” or similar regulations.

K. The following activities are prohibited by law and shall not be engaged in by Contractor:

- (1) Making any statement of any kind in claim for benefits which are known or should have been known to be false;
- (2) Retain funds from any program for services not eligible;

- (3) Pay or offer to pay for referral of individuals for services;
- (4) Receive any payment for referral of individual for services;
- (5) Conspire to defraud entitlement programs or other responsible employee or contractors;
- (6) In any way prevent delay or delay communication of information or records;
- (7) Steal any funds or other assets.

L. In addition, Contractor shall ensure that the plan include procedures for the reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.

27. CULTURAL COMPETENCY: Program staff should display non-judgmental, culture-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 1

- 1 Agency Name: _____
- 2 Executive Director: _____
- 3 Address of Service Delivery Site: _____

- 4 In which Service Planning Area is the service delivery site?

<p>_____ One: Antelope Valley</p> <p>_____ Three: San Gabriel Valley</p> <p>_____ Five: West Los Angeles</p> <p>_____ Seven: East Los Angeles</p>	<p>_____ Two: San Fernando Valley</p> <p>_____ Four: Metro Los Angeles</p> <p>_____ Six: South Los Angeles</p> <p>_____ Eight: South Bay</p>
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- 5 In which Supervisorial District is the service delivery site?

<p>_____ One: Supervisor Molina</p> <p>_____ Three: Supervisor Yaroslavsky</p> <p>_____ Five: Supervisor Antonovich</p>	<p>_____ Two: Supervisor Ridley-Thomas</p> <p>_____ Four: Supervisor Knabe</p>
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- 6 What percentage of your allocation is designated to this site?

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE _____

Number of Benefits Specialty Contract Goals and Objective by Service Delivery Site(s).
Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Benefit Specialty Services		Application Assistance	Benefits Enrollment	Appeals Facilitation	Orientation/Workshops Sessions	
	No. of Clients	No. of Hours	No. of Clients	No. of Clients Enrolled	No. of Clients Assisted	No. of Hours	No. of Sessions
Site # 1							
Site # 2	0	0	0	0	0	0	0
Site # 3	0	0	0	0	0	0	0
Site # 4	0	0	0	0	0	0	0
Site # 5	0	0	0	0	0	0	0
Site # 6	0	0	0	0	0	0	0
Site # 7	0	0	0	0	0	0	0
Site # 8	0	0	0	0	0	0	0
Site # 9	0	0	0	0	0	0	0
Site # 10	0	0	0	0	0	0	0
Totals							

EXHIBIT C

SCHEDULE _____

HIV/AIDS BENEFITS SPECIALTY SERVICES

	<u>Budget Period</u>
	<u>through</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Contract No. PH-002358

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
LEGAL SERVICES CONTRACT**

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Contract No. PH-002358

**DEPARTMENT OF PUBLIC HEALTH
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
LEGAL SERVICES CONTRACT**

Amendment No. _____

THIS AMENDMENT is made and entered into this _____ day
of _____, 2015,

by and between

COUNTY OF LOS ANGELES (hereafter
"County")

and

PUBLIC COUNSEL
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) LEGAL SERVICES CONTRACT", dated January 23, 2013, and further identified
as Contract No. PH-002358, and any Amendments thereto (all hereafter "Contract");
and

WHEREAS, County has been awarded grant funds from the Health Resources
and Services Administration, (hereafter "HRSA"), Catalog of Federal Domestic
Assistance (CFDA) Number 93.914; which is authorized by the Ryan White
Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and
Subsequent Reauthorizations of the Act (hereafter "Ryan White Program") Part A funds;
and

WHEREAS, it is the intent of the parties hereto to amend Contract to extend the term and increase the maximum obligation of County and make other hereafter designated changes; and

WHEREAS, said Contract provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on March 1, 2015.

2. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, shall be amended to read as follows:

"A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work identified as Exhibit A, A.1 and A.2) and Exhibit B (Scope of Work identified as Exhibit B-1, B-2, B-3 and B-4) and all its attachments attached hereto and incorporated herein by reference."

3. The first paragraph of Paragraph 3, TERM OF CONTRACT, shall be amended to read as follows:

"The term of this Contract shall be effective January 23, 2013, and shall continue in full force and effect through February 29, 2016, unless sooner terminated or extended, in whole or in part, as provided in this Contract."

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraph H, shall be added to read as follows:

"H. Effective March 1, 2015 through February 29, 2016, the maximum obligation of County for all services provided hereunder shall not exceed One

Hundred Twenty-Five Thousand Dollars (\$125,000), as set forth in Schedule 4, attached hereto and incorporated by reference.”

5. Paragraph 1, ADMINISTRATION OF CONTRACT, of the ADDITIONAL PROVISIONS, shall be replaced in its entirety to read as follows:

“1. ADMINISTRATION OF CONTRACT:

A. County’s Director of Public Health or his/her authorized designee(s) (hereafter collectively “Director”) shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor’s programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor’s Staff: County has the absolute right to approve or disapprove all of the Contractor’s staff performing work hereunder and any proposed changes in the Contractor’s staff, including, but not limited to, the contractor’s Project Manager.

C. Contractor’s Staff Identification: All of Contractor’s employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor’s staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County’s sole discretion,

shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Agreement and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract."

7. Effective on the date of this Amendment, Exhibits A.2 and B-4, shall be attached hereto and incorporated herein by reference.

8. Effective on the date of this Amendment, Schedule 4 of Exhibit C, shall be attached hereto and incorporated herein by reference.

9. Except for the changes set forth hereinabove, Contract shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Interim Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Cynthia A. Harding, MPH
Interim Director

PUBLIC COUNSEL
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARK J. SALADINO
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division
BL#3159

EXHIBIT A.2

**PUBLIC COUNSEL
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
LEGAL SERVICES**

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EXHIBIT A.2

PUBLIC COUNSEL

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
LEGAL SERVICES**

1. Paragraph 3, COUNTY'S MAXIMUM OBLIGATION, Subparagraph D shall be added to read as follows:

“D. During the period of March 1, 2015 through February 29, 2016, maximum obligation for all services provided hereunder shall not exceed One Hundred Twenty-Five Thousand Dollars (\$125,000).”

EXHIBIT C

SCHEDULE 4

PUBLIC COUNSEL

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
LEGAL SERVICES**

	<u>Budget Period</u> March 1, 2014 Through February 28, 2015
Salaries	\$ 0
Employee Benefits	\$ 0
Total Salaries and Benefits	<u>\$ 0</u>
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontractors	\$ 0
Indirect Costs*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 125,000

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

EXHIBIT B-4
SCOPE OF WORK
March 1, 2015 – February 29, 2016

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To provide legal services that shall help mitigate the impact of restrictive economic conditions on indigent persons living with HIV/AIDS residing within Los Angeles County by providing relevant legal advice, support, and intervention directly necessitated by legal challenges due to an individual's HIV/AIDS status.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1.0 By 2/289/16, provide up to XXXXXXXX (XXX) units of service to indigent persons living with HIV/AIDS residing within Los Angeles County by providing relevant legal advice, support, and intervention directly necessitated by legal challenges due to an individual's HIV/AIDS status that shall include, but not be limited to, interventions necessary to ensure client's access to and maintenance of primary eligible benefits.</p> <ul style="list-style-type: none"> A unit of service is one hour of attorney time spent on behalf of the client for services supported by this Agreement. Invoices shall reflect the number of hours spent for each client and the type of services being provided. Services to be provided shall include, but not be limited to: public benefit assistance, preventive legal educational forums, informational sessions, client intake, legal check-up, and case closure. Services not supported by this Agreement include, but are not limited to: any legal services that arrange for guardianship or adoption of children after the death of their legal caregiver; legal services that support any criminal defense, discrimination litigation, or class action suits that are unrelated to HIV/AIDS medical support services. 	<p>1.1 Conduct client intake for all clients who request or are referred to Contractor for HIV legal services. Client intake shall be completed during the first contact with the potential client. Intake shall determine eligibility and include demographic data, emergency contact information, next of kin, and eligibility documentation. The following completed forms are required for each client: Release of Information, Client Rights and Responsibilities, and Required Eligibility Documentation (including verification of HIV diagnosis, income, and residence in Los Angeles County).</p> <p>1.2 Conduct a legal check-up of clients' legal needs, which shall include, but not be limited to: a comprehensive one-on-one legal evaluation and counseling sessions with a trained legal advocate covering the most important legal questions faced by people living with HIV/AIDS (including denial of benefits, tenant rights, immigration, and debtor-creditor conflicts); educating clients about how to access legal services in their communities; services performed by staff attorneys, volunteer attorneys, or law students; and delivering services in a culturally and linguistically sensitive manner.</p>	<p>3/1/2015 and ongoing</p> <p>3/1/2015 and ongoing</p>	<p>1.1 Documents will be kept in client file and available for review by Division of HIV and STD Programs (DHSP) staff.</p> <p>1.2 Documents will be kept in client file and available for review by DHSP staff.</p>

EXHIBIT B-4

SCOPE OF WORK

March 1, 2015 – February 29, 2016

1.4 Documentation will be kept in client file and available for review by DHSP staff.

EXHIBIT B-4
SCOPE OF WORK
March 1, 2015 – February 29, 2016

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1.A By <u>2/29/16</u>, provide public benefit assistance for a minimum of XXXXXXXX(XXX) unduplicated clients through legal representation, assistance, and education to ensure access to and maintenance of eligible public/private benefits and/or entitlement programs. These services shall include the provision of legal assistance in obtaining health insurance coverage and challenging unlawful termination or denial of health insurance benefits.</p>	<p>1A.1 Conduct client intake for all clients who request or are referred to Contractor for HIV legal services. Client intake shall be completed during the first contact with the potential client. Intake shall determine eligibility and include demographic data, emergency contact information, next of kin, and eligibility documentation. The following completed forms are required for each client: Release of Information, Client Rights and Responsibilities, and Required Eligibility Documentation (including verification of HIV diagnosis, income, and residence in Los Angeles County).</p>	<p>3/1/2015 and ongoing</p>	<p>1A.1 Documents will be kept in client file and available for review by Division of HIV and STD Programs (DHSP) staff.</p>
	<p>1A.2 Conduct a legal check-up of clients' legal needs, which shall include, but not be limited to: a comprehensive one-on-one legal evaluation and counseling sessions with a trained legal advocate covering the most important legal questions faced by people living with HIV/AIDS (including denial of benefits, tenant rights, immigration, and debtor-creditor conflicts); educating clients about how to access legal services in their communities; services performed by staff attorneys, volunteer attorneys, or law students; and delivering services in a culturally and linguistically sensitive manner.</p>	<p>3/1/2015 and ongoing</p>	<p>1A.2 Documents will be kept in client file and available for review by DHSP staff.</p>
	<p>1A.3 Review case closure criteria and procedures for, and conduct, case closures that document all attempts to contact the client and notifications about case closure, along</p>	<p>3/1/2015 and ongoing</p>	<p>1A.3 Case closure documentation will be kept in client file and available for review by DHSP staff.</p>

EXHIBIT B-4
SCOPE OF WORK
March 1, 2015 – February 29, 2016

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
	<p>with the reason for case closure. To the extent permitted by the State Bar of California's Rules of Professional Conduct, cases may be closed when the client:</p> <ul style="list-style-type: none"> • Has had no direct program contact in the past six (6) months; • Has become ineligible for service; • Has become deceased; • No longer needs the service; • Decides to discontinue the service; • Is improperly utilizing the service; • Has not complied with the retainer agreement executed by Contractor and the client. <p>1A.4 Conduct other services and appropriate action on behalf of the client to meet the client's legal needs for which the client has retained Contractor's assistance, including but not limited to: providing relevant legal advice and counseling, referrals to other providers/programs (including such non-legal resources as may be appropriate), referrals to pro bono attorneys, and representing clients in court and administrative proceedings where appropriate.</p>		
1.B By <u>2/29/16</u> , conduct a minimum of XXXX(XXX) preventive legal educational forums for persons living with HIV/AIDS.	1B.1 Develop preventive legal educational forum presentations.	3/1/2015 and ongoing	1A.4 Documentation will be kept in client file and available for review by DHSP staff.
• Contractor shall evaluate the effectiveness of its educational forums after each such presentation.	1B.2 Develop and implement evaluations of educational forums to measure effectiveness of forums.	3/1/2015 and ongoing	1B.1 Educational Forum documentation will be kept on file and available for review by DHSP staff. 1B.2 Documentation (eg. Sign-in sheets) will be kept on file and available for review by DHSP staff.

EXHIBIT B-4
SCOPE OF WORK
March 1, 2015 – February 29, 2016

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1.C By <u>2/29/16</u>, conduct informational sessions regarding legal issues relevant to persons living with HIV/AIDS for staff of community-based organizations and healthcare providers.</p> <ul style="list-style-type: none"> Contractor shall evaluate the effectiveness of its informational sessions after each such presentation. 	<p>1B.3 Conduct preventive legal educational forums.</p> <p>1C.1 Develop informational session presentations and evaluations to measure effectiveness of sessions. Submit to DSHP for review and acknowledgement.</p> <p>1C.2 Conduct informational sessions for staff of community-based organizations and healthcare providers.</p>	<p>3/1/2015 and ongoing</p> <p>3/1/2015 and ongoing</p> <p>3/1/2015 and ongoing</p>	<p>1B.3 Documentation (e.g. Sign-in sheets) will be kept on file and available for review by DHSP staff.</p> <p>1C.1 Evaluation protocol will be submitted to DHSP for review and acknowledgement. Completed session evaluations will be submitted to DHSP within thirty (30) days of each session conducted.</p> <p>1C.2 Documentation (e.g. Sign-in sheets) will be kept on file and available for review by DHSP staff.</p>

Contract No. _____

**DEPARTMENT OF PUBLIC HEALTH
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
BENEFITS SPECIALTY SERVICES**

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Contract No. _____

**DEPARTMENT OF PUBLIC HEALTH
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
BENEFITS SPECIALTY SERVICES CONTRACT**

Amendment No. _____

THIS AMENDMENT is made and entered into this _____ day
of _____, 2015,

by and between

COUNTY OF LOS ANGELES (hereafter
"County")

and

(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) BENEFITS SPECIALITY SERVICES", dated _____, and further
identified as Agreement No. H-_____, and any Amendments thereto (all hereafter
"Agreement"); and

WHEREAS, County has been awarded grant funds from the U.S. Department of
Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic
Assistance Number 93.914; which is authorized by the Ryan White Comprehensive
AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent
Reauthorizations of the Act (hereafter "Ryan White Program") Part A funds; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend
the term and increase the maximum obligation of County and make other hereafter
designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties; and

WHEREAS, the Amendment Format has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on March 1, 2015.

2. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

“2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, A.1, and A.2, and Schedule(s) attached hereto and incorporated herein by reference.”

3. The first paragraph of Paragraph 3, TERM, shall be amended to read as follows:

“3. TERM: The term of this Agreement shall commence on April 1, 2015, and continue in full force and effect through March 31, 2015, subject to the availability of Federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.”

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraph____, shall be added to read as follows:

“4. MAXIMUM OBLIGATION OF COUNTY:

____. During the period of March 1, 2015 through February 29, 2016, the maximum obligation of County for all services provided hereunder shall not exceed_____ Dollars (\$_____).

Such maximum obligation is comprised entirely of _____ funds. This sum represents the total maximum obligation of County as shown in Schedule _____, attached hereto and incorporated herein by reference.”

7. Paragraph 10, INDEMNIFICATION, shall be amended to read as follows:

“10. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except to such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.”

8. Paragraph 1, ADMINISTRATION OF CONTRACT, of the ADDITIONAL PROVISIONS, shall be replaced in its entirety to read as follows:

“1. ADMINISTRATION OF CONTRACT:

A. County’s Director of Public Health or his/her authorized designee(s) (hereafter collectively “Director”) shall have the authority to

administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor,

regardless if the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Agreement and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract."

9. Effective on the date of this Amendment, Exhibit A.2, STATEMENT OF WORK FOR HIV/AIDS BENEFITS SPECIALITY SERVICES, shall be attached hereto and incorporated herein by reference.

10. Effective on the date of this Amendment, Exhibit C, Schedule X__ shall be attached hereto and incorporated herein by reference.

11. Except for the changes set forth herein above, Contract shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Interim Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Cynthia A. Harding, M.P.H.
Interim Director

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARK J. SALADINO
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grant Division

BL#03159

EXHIBIT A.2

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
BENEFITS SPECIALTY SERVICES**

1. Exhibit A, Paragraph 2, PERSONS TO BE SERVED, shall be amended to read as follows:

“2. PERSONS TO BE SERVED: HIV/AIDS Benefits Specialty services shall be provided to persons living with HIV residing within Los Angeles County in accordance with Attachment 1, “Service Delivery Questionnaire”, attached hereto and incorporated herein by reference. Such services shall service persons in need of financial and/or health insurance programs so that they may better access, maintain, and adhere to primary HIV/AIDS health care and other support services.”

2. Exhibit A.1, Paragraph 3, COUNTY’S MAXIMUM OBLIGATION, Subparagraph B, shall be added to read as follows:

“3. COUNTY’S MAXIMUM OBLIGATION:

B. During the period of April 1, 2015 through March 31, 2016, the maximum obligation of County shall not exceed

_____ Dollars (\$_____).”

3. Exhibit A.1, Paragraph 4, COMPENSATION, shall be amended to read as follows:

“4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth

in Exhibit C, Schedule _____, and the INVOICES AND PAYMENT Paragraph of the Contract. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

4. Exhibit A, Paragraph 6, CLIENT/PATIENT ELIGIBILITY, shall be amended to read as follows:

“6. CLIENT/PATIENT ELIGIBILITY: Contractor shall be responsible for ensuring that clients meet the following criteria: a) HIV-positive diagnosis, b) Los Angeles County residency, and c) verification of income. Verification of client's Los Angeles County residency and income shall be conducted on every six (6) months.”

5. Exhibit A.1, Paragraph 8, SERVICES TO BE PROVIDED, Subparagraphs E, F and G, shall be added to read as follows:

“8. SERVICES TO BE PROVIDED:

E. Contractor shall provide benefit specialty services to a minimum of _____ (_____) clients for the period of March 1, 2015 through February 29, 2016.

F. Contractor shall provide a minimum of _____ (_____) benefit specialty service hours for the period of March 1, 2015 through February 29, 2016.

G. Contractor shall provide a minimum of ____ (__) benefit orientation workshops for the period of March 1, 2015 through February 29, 2016, as described in Table 4”.

6. Exhibit A, Paragraph 9, DIRECT SERVICES, Subparagraph B (3) shall be added to read as follows:

“9, DIRECT SERVICES:

B. Comprehensive Benefits Assessment: Benefits assessments are cooperative, interactive, face-to-face interviews that are conducted in order to: determine a client’s eligibility for public assistance programs; educate and identify client(s) eligibility for public assistance programs.

(3) Benefits Specialist shall document assistance provided to client regarding ADAP in Benefits Specialty record (including in the assessment, the Benefits Specialty Plan, and progress notes). Documentation is to only highlight minimal information such as:

- a. ADAP application assistance
- b. ADAP benefits management

All records related to a client’s application to the ADAP program should be maintained separate from the Benefits Specialty chart and in accordance with the requirements outlined by the California Department of Public Health, State Office of AIDS, AIDS Drug Assistance Program (see Program Records below).”

7. Exhibit A, Paragraph 16, PROGRAM RECORDS, Subparagraph B, shall be added to read as follows:

“16. PROGRAM RECORDS:

B. ADAP RECORDS: Contractor’s Eligible Enrollment Worker shall

maintain client ADAP records:

- (a) Documentation of HIV/AIDS diagnosis;
- (b) Proof of County of Los Angeles residency;
- (c) Verification of client's financial eligibility for services;
- (d) Client demographic information; as follows:

(1) All client ADAP information is to be kept in a separate record/file than that of the Benefits Specialty services record/file.

(2) The confidentiality of ADAP client information must be maintained at all times.

(3) ADAP client files must be stored in a locked file or in a secured (locked) office.”

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES**TABLE 4****APRIL 1, 2015 THROUGH MARCH 31, 2016**

Number of Benefits Specialty Contract Goals and Objective by Service Delivery Site(s).
 Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Benefit Specialty Services		
	No. of Clients	No. of Hours	No. of Benefit Orientation workshops
Site # 1			
Site # 2			
Totals			

EXHIBIT C

SCHEDULE _____

HIV/AIDS BENEFITS SPECIALTY SERVICES

	<u>Budget Period</u> March 1, 2015 through <u>February 29, 2016</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SPA 1 MEDICAL OUTPATIENT SERVICES AGREEMENT
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Contract No. PH-001542

**DEPARTMENT OF PUBLIC HEALTH
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SPA 1 AMBULATORY OUTPATIENT MEDICAL SERVICES AGREEMENT**

Amendment No. 2

THIS AMENDMENT is made and entered into this _____
day of _____, 2015,

by and between COUNTY OF LOS ANGELES (hereafter
"County")

and TARZANA TREATMENT CENTERS,
INC.
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) AMBULATORY OUTPATIENT MEDICAL SERVICES", dated January 1, 2011,
and further identified as Agreement No. PH-001542, and any Amendments thereto (all
hereafter "Agreement"); and

WHEREAS, County has been awarded grant funds from the U.S. Department of
Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic
Assistance Number 93.914; which is authorized by the Ryan White Comprehensive
AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent
Reauthorizations of the Act (hereafter "Ryan White Program") Part A funds; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend
the term and increase the maximum obligation of County and make other hereafter
designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on March 1, 2015.

2. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

“1 TERM: The term of this Agreement shall commence on January 1, 2011, and continue in full force and in effect through February 28, 2017, subject to the availability of Federal, State or County funding sources”.

3. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs F and G, shall be added to read as follows:

“4. MAXIMUM OBLIGATION OF COUNTY:

F. During the period of March 1, 2015 through February 29, 2016, the maximum obligation of County for all services provided hereunder shall not exceed Thirty Six Thousand, Six Hundred Seventy Three Dollars (\$36,673),

Of this amount Twenty One Thousand Dollars (\$21,000), is allocated to Medical Nutrition Therapy Services.

Such maximum obligation is comprised entirely of Ryan White Program Part A funds. This sum represents the total maximum obligation of County as shown in Schedules 18, 19, 20, 21, and 22, attached hereto and incorporated herein by reference.”

G. During the period of March 1, 2016 through February 28, 2017, the maximum obligation of County for all services provided hereunder shall not exceed Thirty Six Thousand, Six Hundred Seventy Three Dollars (\$36,673),

Of this amount Twenty One Thousand Dollars (\$21,000), is allocated to Medical Nutrition Therapy Services.

Such maximum obligation is comprised entirely of Ryan White Program Part A funds. This sum represents the total maximum obligation of County as shown in Schedules 23, 24, 25, 26, and 27, attached hereto and incorporated herein by reference.”

4. Paragraph 5, COMPENSATION, shall be amended to read as follows:

“5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Schedules 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27, and the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

5. Paragraph 1, ADMINISTRATION, of the ADDITIONAL PROVISIONS, shall be replaced in its entirety to read as follows:

“1. ADMINISTRATION OF CONTRACT:

A. County’s Director of Public Health or his/her authorized designee(s) (hereafter collectively “Director”) shall have the authority to administer this Agreement on behalf of County. Contractor agrees to

extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check

using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Agreement, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Agreement and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract."

6. Effective on the date of this Amendment, Exhibit L FOR AMBULATORY OUTPATIENT MEDICAL SERVICES and Exhibit M for MEDICAL NUTRITION THERAPY SERVICES, shall be attached hereto and incorporated herein by reference.

7. On the effective date of this Amendment, Schedules 18 and 23, BUDGET FOR HIV/AIDS AMBULATORY OUTPATIENT MEDICAL SERVICES, MEDICAL; Schedules 19 and 24, LABORATORY; Schedules 20 and 25, RADIOLOGY/IMAGING; Schedules 21 and 26, NON-AIDS DRUG ASSISTANCE PROGRAM (ADAP) PHARMACY; and Schedules 22 and 27, HIV/AIDS MEDICAL NUTRITION THERAPY SERVICES shall be attached hereto and incorporated herein by reference.

8. Except for the changes set forth herein above, agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Interim Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Cynthia A. Harding, M.P.H.
Interim Director

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARK J. SALADINO
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

BL#03159

EXHIBIT L

TARZANA TREATMENT CENTERS, INC.

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SPA 1 AMBULATORY/OUTPATIENT MEDICAL SERVICES**

1. Exhibit J, Paragraph 1, DESCRIPTION, Subparagraph B, shall be amended to read as follows:

“1. DESCRIPTION:

B. HIV/AIDS Ambulatory/Outpatient Medical Services include the provision of medical evaluation and clinical care, access to AIDS Drug Assistance Program (ADAP) if applicable (for reimbursements rates see Revised Attachment 2 “Guidelines for Reimbursement of Non-ADAP Pharmaceuticals”), access and referral to medical subspecialty care, medical care coordination, disease monitoring, other clinically indicated laboratory testing (including drug resistance testing), treatment adherence counseling and secondary HIV/AIDS prevention in the ambulatory outpatient setting.”

2. Exhibit J, Paragraph 3, PERSONS TO BE SERVED, Subparagraph A, shall be amended and Subparagraphs G and H shall be added to read as follows:

“3. PERSONS TO BE SERVED:

A. In order to receive HIV/AIDS ambulatory/outpatient medical services under this agreement, a person:

- (1) is diagnosed with HIV disease or AIDS;
- (2) is a resident of Los Angeles County;

(3) has income at or below four hundred percent (400%) of the Federal poverty level; AND

(4) is not eligible for another payer source such as private or public health insurance (uninsured)."

G. Contractor shall provide HIV/AIDS ambulatory/outpatient medical services during the period of March 1, 2015 through February 29, 2016, for a minimum of _____unduplicated clients. Of the ____unduplicated clients, ____ shall be new clients. Contractor shall provide a minimum of forty eight (48) medical visits.

H. Contractor shall provide HIV/AIDS ambulatory/outpatient medical services during the period of March 1, 2016 through February 28, 2017, for a minimum of _____unduplicated clients. Of the ____unduplicated clients, ____ shall be new clients. Contractor shall provide a minimum of forty eight (48) medical visits.

3. Exhibit J, Paragraph 5, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs F and G, shall be added to read as follows:

"5. COUNTY'S MAXIMUM OBLIGATION:

F. During the period of March 1, 2015 through February 29, 2016, that portion of County's maximum obligation which is allocated under this exhibit for HIV/AIDS Medical Outpatient Services shall not exceed Fifteen Thousand, Six Hundred Seventy Three Dollars (\$15,673).

G. During the period of March 1, 2016 through February 28, 2017, that portion of County's maximum obligation which is allocated under this exhibit for HIV/AIDS Medical Outpatient Services shall not exceed Fifteen Thousand, Six Hundred Seventy Three Dollars (\$15,673)."

4. Exhibit J, Paragraph 6, COMPENSATION, shall be amended to read as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Schedules 18, 19, 20, 21, 23, 24, 25, and 26, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

5. Exhibit J, first subparagraph of Paragraph 8, CLIENT/PATIENT ELIGIBILITY, shall be amended to read as follows:

"8. CLIENT/PATIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing a protocol to document that individuals receiving services under this Agreement meet the eligibility criteria outlined in PERSONS TO BE SERVED paragraph. Verification of client's Los Angeles County residency, income and insurance status shall be conducted every six months.

6. Exhibit J, Paragraph 9, CLIENT/PATIENT FEE SYSTEM, Subparagraph C shall be amended to read as follows:

"9. CLIENT/PATIENT FEE SYSTEM:

C. Procedures and forms used in determining whether client is covered by any third party payor, such as Medicare, Medi-Cal, managed care program, or other public or private health insurance;”

7. Exhibit L, Paragraph __, MULTIDISCIPLINARY TEAM, shall be added to read as follows:

“__. MULTIDISCIPLINARY TEAM: HIV/AIDS ambulatory/outpatient medical services shall be provided by a multidisciplinary team. The core team shall consist of a primary care provider at the level of a State of California licensed physician and/or a registered nurse, nurse practitioner, or physician's assistant. The expanded team may include a registered nurse, registered dietitian, medical social worker, health educator, outreach worker, and/or other ancillary support service providers.”

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES**TABLE 2****March 1, 2015 through February 29, 2016**

Number of ambulatory/outpatient medical visits Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	Medical Visits
Site	No. of Visits
Palmdale	48
TOTAL	48

SERVICE DELIVERY SITE QUESTIONNAIRE**CONTRACT GOALS AND OBJECTIVES****TABLE 2****March 1, 2016 through February 28, 2017****Number of ambulatory/outpatient medical visits Contract Goals and Objective by
Service Delivery Site(s).**

Contract Goals and Objectives	Medical Visits
Site	No. of Visits
Palmdale	48
TOTAL	48

SCHEDULE 18**TARZANA TREATMENT CENTERS, INC.****HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL****FEE-FOR-SERVICE**

Budget Period
March 1, 2015
 Through
February 29, 2016

FEE FOR SERVICE CALCULATION	
	AMOUNT
Maximum Obligation	\$13,673
Projected Number of Units of Service	48
Rate per Unit of Service	\$284.86
Maximum Monthly Payment	1,139

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and contractor will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 19**TARZANA TREATMENT CENTERS, INC.****HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
LABORATORY SERVICES**

Budget Period
March 1, 2015
Through
February 29, 2016

ALLOCATION	AMOUNT
Laboratory	
Total Maximum Obligation	\$1,000

During the term of this Agreement, Contractor will be reimbursed for laboratory services not to exceed the amount listed in this schedule.

SCHEDULE 20**TARZANA TREATMENT CENTERS, INC.****HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
IMAGING SERVICES**

Budget Period
March 1, 2015
Through
February 29, 2016

ALLOCATION	
	AMOUNT
Total Maximum Obligation	\$500

During the term of this Agreement, Contractor will be reimbursed for imaging services not to exceed the amount listed in this schedule.

SCHEDULE 21**TARZANA TREATMENT CENTERS, INC.****HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
NON-AIDS DRUG ASSISTANCE PROGRAM (ADAP) PHARMACY SERVICES**

Budget Period
March 1, 2015
Through
February 29, 2016

ALLOCATION	
	AMOUNT
Total Maximum Obligation	\$500

During the term of this Agreement, Contractor will be reimbursed for Non-ADAP Pharmacy services not to exceed the amount listed in this schedule.

SCHEDULE 23**TARZANA TREATMENT CENTERS, INC.****HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL****FEE-FOR-SERVICE**

Budget Period
March 1, 2016
 Through
February 28, 2017

FEE FOR SERVICE CALCULATION	
	AMOUNT
Maximum Obligation	\$13,673
Projected Number of Units of Service	48
Rate per Unit of Service	\$284.86
Maximum Monthly Payment	\$1,139

During the term of this Contract, invoices and cost reports must be submitted and contractor will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 24**TARZANA TREATMENT CENTERS, INC.****HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
LABORATORY SERVICES**

Budget Period
March 1, 2016
Through
February 29, 2017

ALLOCATION	AMOUNT
Laboratory	
Total Maximum Obligation	\$1,000

During the term of this Contract, Contractor will be reimbursed for laboratory services not to exceed the amount listed in this schedule.

SCHEDULE 25**TARZANA TREATMENT CENTERS, INC.****HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
IMAGING SERVICES**

Budget Period
March 1, 2016
Through
February 28, 2017

ALLOCATION	
	AMOUNT
Total Maximum Obligation	\$500

During the term of this Contract, Contractor will be reimbursed for imaging services not to exceed the amount listed in this schedule.

SCHEDULE26**TARZANA TREATMENT CENTERS, INC.****HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
NON-AIDS DRUG ASSISTANCE PROGRAM (ADAP) PHARMACY SERVICES**

Budget Period
March 1, 2016
Through
February 28, 2017

ALLOCATION	
	AMOUNT
Total Maximum Obligation	\$500

During the term of this Contract, Contractor will be reimbursed for Non-ADAP Pharmacy services not to exceed the amount listed in this schedule.

PH-001542

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
MEDICAL NUTRITION THERAPY SERVICES EXHIBIT**

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EXHIBIT M

TARZANA TREATMENT CENTERS, INC.

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
MEDICAL NUTRITION THERAPY SERVICES**

1. Exhibit K, Paragraph 3, COUNTY'S MAXIMUM OBLIGATION, Subparagraph F and G shall be amended to read as follows:

"3. COUNTY'S MAXIMUM OBLIGATION:

F. During the period of March 1, 2015 through February 29, 2016, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Medical Nutrition Therapy services shall not exceed Twenty One Thousand Dollars (\$21,000)."

G. During the period of March 1, 2016 through February 28, 2017, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Medical Nutrition Therapy services shall not exceed Twenty One Thousand Dollars (\$21,000)."

2. Exhibit K, Paragraph 4, COMPENSATION, shall be amended to read as follows:

"4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Schedules 22 and 27, and the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

SCHEDULE 22

TARZANA TREATMENT CENTERS, INC.

HIV/AIDS MEDICAL NUTRITION THERAPY SERVICES

	<u>Budget Period</u> March 1, 2015 through <u>February 29, 2016</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other Costs	\$ 0
Consultants/Contractual	\$0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$0

During the term of this Agreement, any variation to the above budget must be executed through a Change Notice which is signed by the Division of HIV and STD Programs' Director and Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 27**TARZANA TREATMENT CENTERS, INC.****HIV/AIDS MEDICAL NUTRITION THERAPY SERVICES**

	<u>Budget Period</u> March 1, 2016 through <u>February 28, 2017</u>
Salaries	\$ 0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other Costs	\$ 0
Consultants/Contractual	\$0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$0

During the term of this Agreement, any variation to the above budget must be executed through a Change Notice which is signed by the Division of HIV and STD Programs' Director and Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE**TARZANA TREATMENT CENTERS, INC.****CONTRACT GOALS AND OBJECTIVES****TABLE 4****March 1, 2015 through February 29, 2016**

Number of Medical Nutrition Therapy Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Unduplicated Clients	New Clients	Client Visits
Service Unit	No. of Clients	No. of Clients	No. of Clients
Palmdale			
TOTAL			

SERVICE DELIVERY SITE QUESTIONNAIRE**TARZANA TREATMENT CENTERS, INC.****CONTRACT GOALS AND OBJECTIVES****TABLE 5****March 1, 2016 through February 28, 2017**

Number of Medical Nutrition Therapy Contract Goals and Objective by Service Delivery Site(s).

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Unduplicated Clients	New Clients	Client Visits
Service Unit	No. of Clients	No. of Clients	No. of Clients
Palmdale			
TOTAL			

PH_____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SPAS 2-8 AMBULATORY OUTPATIENT MEDICAL SERVICES CONTRACT
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Contract No. _____

**DEPARTMENT OF PUBLIC HEALTH
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SPAS 2-8 AMBULATORY OUTPATIENT MEDICAL SERVICES CONTRACT**

Amendment No. _____

THIS AMENDMENT is made and entered into this _____
day of _____, 2015,

by and between	COUNTY OF LOS ANGELES (hereafter "County")
and	VALLEY COMMUNITY HEALTHCARE (hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) AMBULATORY OUTPATIENT MEDICAL SERVICES", dated _____, and further
identified as Contract No. H-_____, and any Amendments thereto (all hereafter
"Contract"); and

WHEREAS, County has been awarded grant funds from the U.S. Department of
Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic
Assistance Number 93.914; which is authorized by the Ryan White Comprehensive
AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent
Reauthorizations of the Act (hereafter "Ryan White Program") Part A funds; and

WHEREAS, it is the intent of the parties hereto to amend Contract to extend the
term and increase the maximum obligation of County and make other hereafter
designated changes; and

WHEREAS, said Contract provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties; and

WHEREAS, the Amendment Format has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on March 1, 2015.

2. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, shall be amended to read as follows:

“2. DESCRIPTION OF SERVICES:

A. Contractor shall provide the services in the manner described in Exhibit A (Statement of Work identified as Exhibits A, A.1 and A.2) and all its attachments attached hereto and incorporated herein by reference.”

3. The first paragraph of Paragraph 3, TERM OF CONTRACT, shall be amended to read as follows:

“3. TERM OF CONTRACT:

The term of this Contract shall be effective November 20, 2012, and shall continue in full force and in effect through February 28, 2017, unless sooner terminated or extended, in whole or in part, as provided in this Contract”.

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs H and I, shall be added to read as follows:

“4. MAXIMUM OBLIGATION OF COUNTY:

H. Effective March 1, 2015 through February 29, 2016, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____), as set forth in Schedules xxxxx, attached hereto and incorporated herein by reference.

I. Effective March 1, 2016 through February 28, 2017, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____), as set forth in Schedules xxxxx, attached hereto and incorporated herein by reference.”

5. Paragraph 6, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, shall be replaced in its entirety to read as follows:

“6. FUNDING SERVICES AND ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director’s specific written approval, as authorized by the County’s Board of Supervisors, County may: 1) increase or decrease funding up to 25% above or below each term’s annual base maximum obligation; 2) reallocate funds between schedules within this Contract where such funds can be more effectively used by Contractor up to 25% of the term’s annual base maximum obligation; and 3) make modifications to or within budget categories within each schedule, as reflected in Exhibit C, and make corresponding service adjustments, as necessary. Such

adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between schedules in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within schedule budget categories shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract

for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.”

6. Paragraph 7, ALTERATION OF TERMS/AMENDMENTS, shall be replaced in its entirety to read as follows:

“A. The body of this Contract (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract

during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets up to 25% of each term's annual base maximum obligation and/or an increase or decrease in funding up to 25% above or below each term's annual base maximum obligation effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each schedule, as reflected in Exhibit C, up to an adjustment between all budget categories, and corresponding adjustment of the scope of work tasks and/or

activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract."

7. Paragraph 11, INDEMNIFICATION, shall be amended to read as follows:

"11. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except to such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees."

8. Paragraph 1, ADMINISTRATION, of the ADDITIONAL PROVISIONS, shall be replaced in its entirety to read as follows:

"1. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an Contract with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in effective on the date of this Amendment, Exhibit A.2, STATEMENT OF WORK FOR HIV/AIDS SPAS 2-8 AMBULATORY OUTPATIENT MEDICAL SERVICES, shall be attached hereto and incorporated herein by reference. Effective on the date of this Amendment, Exhibit C, Schedule X__ shall be attached hereto and incorporated herein by reference. Except for the changes set forth herein above, Contract shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Interim Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Cynthia A. Harding, M.P.H.
Interim Director

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARK J. SALADINO
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

BL#3139

EXHIBIT A.2

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SPA 2 – 8 AMBULATORY/OUTPATIENT MEDICAL SERVICES**

1. Exhibit A, Paragraph 1, DESCRIPTION, Subparagraph B, shall be amended to read as follows:

“1. DESCRIPTION:

B. HIV/AIDS Ambulatory/Outpatient Medical Services include the provision of medical evaluation and clinical care, access to AIDS Drug Assistance Program (ADAP) if applicable (for reimbursements rates see Attachment 2 “Guidelines for Reimbursement of Non-ADAP Pharmaceuticals”), access and referral to medical subspecialty care, medical care coordination, disease monitoring, other clinically indicated laboratory testing (including drug resistance testing), treatment adherence counseling and secondary HIV/AIDS prevention in the ambulatory outpatient setting.”

2. Exhibit A, Paragraph 3, PERSONS TO BE SERVED, Subparagraph A, shall be amended to read as follows:

“3. PERSONS TO BE SERVED:

A. In order to receive HIV/AIDS ambulatory/outpatient medical services under this Contract, a person:

- (1) is diagnosed with HIV disease or AIDS;
- (2) is a resident of Los Angeles County;

(3) has income at or below four hundred percent (400%) of the Federal poverty level; AND

(4) is not eligible for another payer source such as private or public health insurance (uninsured)."

3. Exhibit A, Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs D and E, shall be added to read as follows:

"4. COUNTY'S MAXIMUM OBLIGATION:

D. During the period of March 1, 2015 through February 29, 2016, that portion of County's maximum obligation which is allocated under this exhibit for HIV/AIDS Ambulatory/Outpatient Medical services shall not exceed _____ Dollars (\$_____).

E. During the period of March 1, 2019 through February 28, 2017, that portion of County's maximum obligation which is allocated under this exhibit for HIV/AIDS Ambulatory/Outpatient Medical services shall not exceed _____ Dollars (\$_____)."

4. Exhibit A, Paragraph 5, COMPENSATION, shall be amended to read as follows:

"5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Exhibit C, Schedules _____, _____, _____, and the INVOICES AND PAYMENT Paragraph of the Contract. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

5. Exhibit A, first subparagraph of Paragraph 7, CLIENT/PATIENT ELIGIBILITY, shall be amended to read as follows:

“7. CLIENT/PATIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing a protocol to document that individuals receiving services under this Contract meet the eligibility criteria outlined in PERSONS TO BE SERVED paragraph. Verification of client’s Los Angeles County residency, income and insurance status shall be conducted every six months.

6. Exhibit A, Paragraph 8, CLIENT/PATIENT FEE SYSTEM, Subparagraph C shall be amended to read as follows:

“8. CLIENT/PATIENT FEE SYSTEM: :

C. Procedures and forms used in determining whether client is covered by any third party payor, such as Medicare, Medi-Cal, managed care program, or other public or private health insurance;”

7. Exhibit A, Paragraph 9, SERVICES TO BE PROVIDED, Subparagraph E, (4) and (5), shall be added to read as follows:

“9. SERVICES TO BE PROVIDED:

E. Contractor shall provide the following services:

(4) Contractor shall provide a maximum of _____(_____) HIV/AIDS ambulatory outpatient medical visits during the period March 1, 2015 through February 29, 2016.

(5) Contractor shall provide a maximum of _____(_____) HIV/AIDS ambulatory outpatient medical visits during the period March 1, 2016 through February 28, 2017.”

8. Exhibit A, Paragraph 10, MULTIDISCIPLINARY TEAM, shall be amended to read as follows:

“10. MULTIDISCIPLINARY TEAM: HIV/AIDS ambulatory/outpatient medical services shall be provided by a multidisciplinary team. The core team shall consist of a primary care provider at the level of a State of California licensed physician and/or a registered nurse, nurse practitioner, or physician's assistant. The expanded team may include a registered nurse, registered dietitian, medical social worker, health educator, outreach worker, and/or other ancillary support service providers.”

SERVICE DELIVERY SITE QUESTIONNAIRE**CONTRACT GOALS AND OBJECTIVES****TABLE 3****March 1, 2015 through February 29, 2016**

Number of ambulatory/outpatient medical visits Contract Goals and Objective by Service Delivery Site(s).

Sites	Medical Visits
1	
2	
TOTAL	

SERVICE DELIVERY SITE QUESTIONNAIRE**CONTRACT GOALS AND OBJECTIVES****TABLE 3****March 1, 2016 through February 28, 2017****Number of ambulatory/outpatient medical visits Contract Goals and Objective by
Service Delivery Site(s).**

Sites	Medical Visits
1	
2	
TOTAL	

EXHIBIT C

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SPA 2 – 8 AMBULATORY/OUTPATIENT MEDICAL SERVICES**

SCHEDULE(S)

SCHEDULE ____

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL
FEE-FOR-SERVICE**

Budget Period
March 1, 2015
Through
February 29, 2016

FEE FOR SERVICE CALCULATION	
	AMOUNT
Total Maximum Obligation	\$
Projected Number of Units of Service	\$
Rate per Unit of Service	\$

During the term of this Contract, invoices and cost reports must be submitted and contractor will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE ____

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
LABORATORY SERVICES**

Budget Period
March 1, 2015
Through
February 29, 2016

ALLOCATION	AMOUNT
Laboratory	
Total Maximum Obligation	\$

During the term of this Contract, Contractor will be reimbursed for laboratory services not to exceed the amount listed in this schedule.

SCHEDULE ____

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
IMAGING SERVICES**

Budget Period
March 1, 2015
Through
February 29, 2016

ALLOCATION	
	AMOUNT
Total Maximum Obligation	\$

During the term of this Contract, Contractor will be reimbursed for imaging services not to exceed the amount listed in this schedule.

SCHEDULE ____

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
NON-AIDS DRUG ASSISTANCE PROGRAM (ADAP) PHARMACY SERVICES**

Budget Period
March 1, 2015
Through
February 29, 2016

ALLOCATION	
	AMOUNT
Total Maximum Obligation	\$

During the term of this Contract, Contractor will be reimbursed for Non-ADAP Pharmacy services not to exceed the amount listed in this schedule.

SCHEDULE ____

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL
FEE-FOR-SERVICE**

Budget Period
March 1, 2016
Through
February 28, 2017

FEE FOR SERVICE CALCULATION	
	AMOUNT
Total Maximum Obligation	\$
Projected Number of Units of Service	\$
Rate per Unit of Service	\$

During the term of this Contract, invoices and cost reports must be submitted and contractor will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE ____

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
LABORATORY SERVICES**

Budget Period
March 1, 2016
Through
February 29, 2017

ALLOCATION	AMOUNT
Laboratory	
Total Maximum Obligation	\$

During the term of this Contract, Contractor will be reimbursed for laboratory services not to exceed the amount listed in this schedule.

SCHEDULE ____

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
IMAGING SERVICES**

Budget Period
March 1, 2016
Through
February 28, 2017

ALLOCATION	
	AMOUNT
Total Maximum Obligation	\$

During the term of this Contract, Contractor will be reimbursed for imaging services not to exceed the amount listed in this schedule.

SCHEDULE ____

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL,
NON-AIDS DRUG ASSISTANCE PROGRAM (ADAP) PHARMACY SERVICES**

Budget Period
March 1, 2016
Through
February 28, 2017

ALLOCATION	
	AMOUNT
Total Maximum Obligation	\$

During the term of this Contract, Contractor will be reimbursed for Non-ADAP Pharmacy services not to exceed the amount listed in this schedule.